

# Contract Abstract

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## Contract Information

Contract & Solicitation Title: **inPURSUIT RMS 12.8 Software Upgrade, Maintenance, and Support.**  
 Contract Summary: **Provide inPURSUIT RMS 12.8 Software Upgrade, Maintenance, and Support.**  
**Contract Number:** 422555 **Solicitation Number:** N/A **Requisition Number:** N/A  
**Type of Contract/PO:** Multi-Year Contract **Requires Council Legislation:** Yes  
**Estimated Start Date:** 05/15/2018 **Estimated Expiration Date:** 05/14/2023 **Contract Term:** 60 months  
**Estimated Contract Life Value:** \$1,331,992.12 **Fund:** 10101 **BU:** 31160110  
**Payment Terms:** Net 30 **Selection Method:** Sole Source  
**Procurement Staff:** Matt Dillinger **BAO Staff:** Bryan Gleason  
**Department(s) Served:** Police IT

## Contractor Information

**Contracting Firm:** Intergraph Corporation dba Hexagon Safety & Infrastructure  
**Address:** 305 Intergraph Way  
**City:** Madison **State:** AL **Zip:** 35758  
**Contractor is (Enter Applicable %):** SBE  SDV  MBE  WBE   
**Company Contact:** Matt Dermody **Email Address:** matthew.dermody@hexagon.si.com  
**Phone #:** 256-730-3733 **E1#:** 191653  
**Contract Signatory:** Jennifer Williams **Email Address:** jennifer.williams@hexagon.si.com

## Subcontractor Information

Small Business and Service Disabled

**Veteran Business Program:** N/A **Amount:** N/A  
**Percent, if applicable:** N/A  
**Procurement Nondiscrimination Program:** Program Not Applicable **Amount:** N/A  
**Percent:** N/A  
**Federal Disadvantaged Business Enterprise:** No **Amount:** N/A  
**Percent:** N/A

\* Amounts and/or percentages are not exclusive

## Summary of Offers

|                                 | Score (RFQ Only) | Evaluated Cost | Result                    |
|---------------------------------|------------------|----------------|---------------------------|
| Intergraph Corporation dba      |                  |                |                           |
| Hexagon Safety & Infrastructure | N/A              | N/A            | Approved Sole Source Form |
|                                 |                  |                | No Other Offers           |
|                                 |                  |                | No Other Offers           |
|                                 |                  |                | No Other Offers           |

## Award Information

## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County ("METRO") and Intergraph Corporation doing business as Hexagon Safety & Infrastructure ("CONTRACTOR" or "Hexagon") located at 305 Intergraph Way, Madison, AL 35758. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - Exhibit A – ISA Terms & Conditions*
  - Exhibit B -1 End User License Agreement*
  - Exhibit B -2 Terms for Maintenance*
  - Exhibit C Statement of Work and Quote for inPURSUIT Upgrade Services*
  - Exhibit D List of Maintenance Products and Prices*
  - Exhibit E Project Deliverables Sign Off Form*
- *The Approved Sole Source Justification Form and supporting documentation, (all made a part of this contract by reference).*
- *Purchase Orders (and PO Changes),* The terms that are included in the purchase order will not govern or supersede the terms of this Contract.

#### 1.2 Definitions:

Unless otherwise defined herein, capitalized terms used in these terms and conditions shall have the same meaning ascribed to the term within this Contract.

- 1.1 "Affiliate" means, for business entities, the parent business entity of a Party and any business entities in which a Party or its parent company directly or indirectly holds a controlling ownership interest.
- 1.2 "Beta Software" means any version of Software prior to a generally available commercial release of such Software.
- 1.3 "Confidential Information" means any data or information, tangible or intangible, disclosed or made available by either party (the "Disclosing Party") to the other party (the "Receiving Party") in relation to this Contract that is of value to the Disclosing Party and is not generally known in the industry or to competitors of the Disclosing Party and which shall include:
  - 1.3.1 tangible information marked by the Disclosing Party with the word "Confidential" or otherwise identified by an appropriate stamp or legend indicating its confidential nature;
  - 1.3.2 Confidential Information disclosed orally or visually and identified by the Disclosing Party as confidential when disclosed, and confirmed by the Disclosing Party in a written notice within thirty (30) days following disclosure, which notice shall include markings similar to those outlined above; and
  - 1.3.3 all other information that, notwithstanding the absence of markings or designations, would be understood by the parties, exercising reasonable business judgment, to be confidential.

- 1.3.4 technical, financial and business information and models, information relevant to the current or proposed business plans of the Disclosing Party, reports, market projections, analyses, working papers, comparisons, studies, or other documents which contain such information;
- 1.3.5 information disclosed either directly, in oral or tangible form (including, but not limited to, magnetic or electronic form), or indirectly, by permitting the Receiving Party or its employees to observe various operations or processes conducted by the Disclosing Party;
- 1.3.6 information of the Disclosing Party's Affiliates, employees or agents; and
- 1.3.7 any material or documents prepared by the Receiving Party that is based on or contains any information disclosed by the Disclosing Party.
- 1.3.8 Confidential Information does not include information that:
- 1.3.8.1 is or becomes available in the public domain through no act of the Receiving Party;
- 1.3.8.2 has been received on a non-confidential basis from a third party without breach of this Contract, where the Receiving Party has no reason to believe that such third party is bound by any confidentiality obligation to the Disclosing Party;
- 1.3.8.3 was already known by the Receiving Party without any obligation of confidence prior to receipt;
- 1.3.8.4 was developed independently by the Receiving Party without reliance on the disclosed Confidential Information, provided that such independent development can be substantiated; or
- 1.3.8.5 is confirmed by the Disclosing Party as not being confidential in writing.
- 1.6 "COTS" means commercial off the shelf Intellectual Property in the form generally released and distributed to Hexagon's customers and not including any functionality or features requiring source code changes.
- 1.7 "COTS Documentation" means commercial off the shelf documentation in the form generally released and distributed to Hexagon's customers and not including or requiring changes thereto.
- 1.8 "Customized Software" means those Services Deliverables that are software or computer code, whether in source code or object code.
- 1.9 "Deliverable(s)" means all Services Deliverables, software, hardware, and other items delivered or to be delivered by Hexagon to Customer and identified in Exhibits B and C.
- 1.10 "Effective Date" means the date and time the last Party is given notice that the last Party has executed this Contract.
- 1.11 "Fixed Price Project Assignment" means Hexagon will provide the Services and Software licenses for a fixed price.
- 1.12 "Hexagon IP" means Hexagon or Hexagon Affiliate developed, created, or prepared Intellectual Property.
- 1.13 "Installation Guide" means a computer file in a Microsoft Word or Adobe PDF document or a text file that contains information a User may need to install or operate a Software Product.
- 1.14 "Intellectual Property" means all forms of intellectual property including, but not limited to, patents, trademarks, copyrights, trade secrets, methodologies, logos, techniques, processes, know-how, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs or software, documentation, mask work rights, design, ideas, product information, inventions and improvements thereto (whether or not patentable), and all works of authorship fixed in any medium of expression (including any form of online, digital, or electronic medium), whether or not copyrightable and whether registered or not.
- 1.15 "Maintenance Services" means only those services associated with the maintenance of the Software and other Deliverables licensed to Customer identified in Exhibit C.
- 1.16 "Purchase Order" or "PO" means a document issued by Customer to Hexagon to authorize the delivery of certain Services or Deliverables contemplated herein.
- 1.17 "Quote" means a document prepared by Hexagon reflecting prices for Services, Maintenance Services, and/or Deliverables.

- 1.18 "Services" means the work, services, projects, assignments, or tasks Hexagon shall perform pursuant to Exhibit B. Services do not include Maintenance Services.
- 1.19 "Services Deliverable" means any data, document, information, Customized Software, Third Party Software, or material provided to Customer as a product of Hexagon's performance of Services pursuant to the Contract.
- 1.20 "Software" means the software owned by Hexagon or an Affiliate and Third Party Software that is licensed to Customer.
- 1.21 "Software Product" means Hexagon IP delivered as proprietary object code or machine readable program identified in and to be provided by Hexagon to Customer pursuant to Exhibits B or C. Software Product includes all of the following: (i) any associated Hexagon or Affiliate files, disk(s), CD-ROM(s) or other media with which the software is provided, (ii) any associated templates, data, printed materials, and "online" or electronic documentation, and (iii) any Updates or Upgrades of such Software Products provided pursuant to Maintenance Services). Software Product shall not mean any Third Party software, if any, that may be licensed to Customer under a separate license agreement.
- 1.22 "SOW" means the statement of work setting forth the scope of Services being provided pursuant to Exhibit B.
- 1.23 "Subsystem" means a Software and hardware solution that is designed to provide a specific capability independent of the procurement of any other Subsystem. Hexagon's computer aided dispatch system ("CAD"), records management system ("RMS"), field based reporting ("FBR"), and mobile for public safety ("MPS") are each an example of a Subsystem.
- 1.24 "System" means a physical or operational location where the Software Product resides and operates on an individual server or where a single operational identification number ("Site ID") has been assigned by Hexagon.
- 1.25 "Term" means the duration of performance under this Contract.
- 1.26 "Third Party Software" means computer software or other technology in which any person or entity, other than Hexagon or Hexagon's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals) applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the third party's software license or similar agreement ("SLA") provided with the Third Party Software.
- 1.27 "Update" means any modified version, fix, or patch of the Software Product provided by Hexagon.
- 1.28 "Upgrade" means each new release of the Software Product that is a result of an architectural, major, or minor change to the Software Product provided by Hexagon.
- 1.29 "User" means Customer or an individual employed by Customer. A User may also include Customer's contractor who requires temporary use of the Software Product to provide services on Customer's behalf.

## **2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

### **2.1. Duties and Responsibilities**

Each party agrees to perform its respective obligations and responsibilities identified in Exhibits B and C.

## **2.2. Delivery and/or Installation.**

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made and Services performed as defined in the solicitation and Exhibits B-2 and C.

## **3. CONTRACT TERM**

### **3.1. Contract Term**

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end 60 months from the date of filing with the Metropolitan Clerk's Office. This Contract may be extended by Contract Amendment mutually executed by both parties. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

## **4. COMPENSATION**

### **4.1. Contract Value**

This Contract has an estimated value of \$1,331, 992.12. The pricing details are included in Exhibit and are made a part of this Contract by reference. CONTRACTOR shall be paid at the time specified in Exhibits C and with respect to maintenance B -2 and D.

Upon the Effective Date, Metro shall issue a purchase order for the project reflected in Exhibit C in an amount of \$171,000.00 and Year 1 of Maintenance in an amount of \$209,657.88, which shall reflect the payment for the first Coverage Period. Before subsequent anniversaries of the Effective Date, Metro shall issue a new purchase order for the amount corresponding to the appropriate year of Maintenance Services as reflected in Exhibit D.

### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will pay CONTRACTOR within 30 days of receipt of invoice but in any event CONTRACTOR will grant METRO a 30 day grace period on payments.

### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

For Exhibit B, METRO will compensate CONTRACTOR in accordance with the amount corresponding to the applicable milestone that was completed. Once Hexagon believes a corresponding milestone or task has been

successfully completed according to the provisions of the Exhibit C, Hexagon shall submit for execution by Metro's project manager a Project Deliverable Sign-off form in substantial conformity with Exhibit E. Within ten (10) calendar days of receipt of the applicable Project Deliverable Sign-off Form for the completed milestone, Metro's project manager will either: (i) execute the Project Deliverable Sign-off Form provided by Hexagon, or (ii) provide a written description of all deficiencies to Hexagon. If Metro fails to perform either action identified in the preceding sentence within ten (10) calendar days, or if the Deliverable is placed into production or utilized in a live environment, then the task or milestone shall be deemed accepted. Once the milestone has been accepted, Hexagon shall be permitted to invoice Metro the amount corresponding to the milestone.

For Maintenance Services provided pursuant to Exhibits B -2 and Exhibit D, METRO shall pay CONTRACTOR the amount corresponding to the applicable year of Maintenance Services within thirty (30) days of receiving an invoice for that year of Maintenance Services, which shall be issued upon receipt of Metro's applicable purchase order.

CONTRACTOR will grant METRO a 30 day grace period on payments.

Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

#### **4.4. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

#### **4.5. Invoicing Requirements**

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the work reflected in the applicable project has been completed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

#### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within the time provided under the applicable subcontract pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. If persistent, this may be determined to be a material breach of this Contract.

## 5. TERMINATION

### 5.1. Breach

Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the non-breaching party shall identify the breach and the breaching party shall cure the breach within thirty (30) days. If the breaching party fails to cure the breach, the non-breaching party shall have the right to immediately terminate the Contract. Such termination shall not relieve the breaching party of any liability to non-breaching party for damages sustained by virtue of any breach.

### 5.2. Lack of Funding

Should funding for this Contract or a Purchase Order be discontinued, METRO shall have the right to terminate an Order and/or this Contract immediately upon written notice to CONTRACTOR. In such an event, METRO will pay CONTRACTOR the sums otherwise due as provided below.

### 5.3. Notice

METRO may terminate this Contract or an Order at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract or an Order, CONTRACTOR shall immediately cease work and deliver to METRO, and METRO shall determine and pay to CONTRACTOR all payments otherwise due, including work in progress at the time of notice.

## 6. NONDISCRIMINATION

### 6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

### 6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO

shall, upon request, be required to show proof of such nondiscrimination policies and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### **6.3. Covenant of Nondiscrimination**

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

### **6.4. Americans with Disabilities Act (ADA)**

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

## **7. INSURANCE**

### **7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

### **7.2. Products Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if the CONTRACTOR is producing the goods purchased by METRO)

### **7.3. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.4. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

### **7.5. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred

thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

**7.6. Professional Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars, which shall include cyber liability coverage in the amount of one million (\$1,000,000.00) dollars.

**7.7. Technological Errors and Omissions Insurance**

In the amount of one million (\$1,000,000.00) dollars (for software and hardware manufacturers & website designers).

**7.8. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

**7.9. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section. and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on prior written notice to:

**DEPARTMENT OF LAW  
INSURANCE AND RISK MANAGEMENT  
METROPOLITAN COURTHOUSE, SUITE 108  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

## **8. GENERAL TERMS AND CONDITIONS**

### **8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

### **8.2. Warranty**

A. Software. The Software provided under the Orders is warranted to substantially conform to the user documentation for a period of thirty (30) days from initial installation. This warranty only applies to Software products that are not already covered by a Maintenance Agreement between Metro and Contractor.

B. Third-party Warranty Coverage. To the extent third-party products are supplied by Contractor, those products are provided with a pass-thru-warranty from the original manufacturer, if any.

C. Disclaimer. Any product information Contractor has shared with Metro during the proposal and/or contract activities to date was to provide an understanding of Contractor's current expected direction, roadmap, or vision and is subject to change at any time at Contractor's sole discretion. Contractor specifically disclaims all representations and warranties regarding future features or functionality to be provided in any Software or Deliverable. Contractor does not commit to develop the future features, functions, and/or products discussed in this material beyond that which is specifically committed to be provided by Contractor pursuant to a valid Order. Metro should not factor any future features, functions, or products into its current decisions since there is no assurance that such future features, functions, or products will be developed. When and if future features, functions, or products are developed, they will be made generally available for licensing by Contractor.

D. Warranty Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE, CONTRACTOR

DISCLAIMS (TO THE FULLEST EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED PURSUANT TO THIS CONTRACT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND, EXCEPT AS SET FORTH IN ARTICLE ENTITLED "INDEMNIFICATION PROVISIONS" BELOW, REPRESENTS THE FULL AND TOTAL WARRANTY OBLIGATION AND/OR LIABILITY OF CONTRACTOR.

### 8.3. Software License

Any and all Contractor or Hexagon IP is provided to Metro pursuant the End User License Agreement attached hereto as Exhibit B -1.

### 8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

Subject to laws of the state of Tennessee, the Parties agree not to disclose Confidential Information provided to it by the disclosing party to the maximum extent allowable under applicable law unless if first obtains the disclosing party's written consent to such disclosure. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this provision of the Contract by the non-disclosing party and the disclosing

party may be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this provision of the Contract but will be in addition to all other remedies available at law or equity.

### **8.5. Information Ownership**

- (a) All information created by METRO is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information.

Except as provided under Exhibit B -1 or other applicable software licenses provided by Hexagon to Metro, nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that resides on CONTRACTOR's hardware, if any.

- (b) **IP Ownership**

Metro acknowledges Contractor will retain ownership and title of Intellectual Property made at any time while performing any Order. All Contractor Software provided under this Contract is licensed to Metro in accordance with Exhibit B (End User License Agreement) except as it is inconsistent with the terms set forth herein. Third Party Software is licensed to Metro pursuant to the software license agreement delivered with such Third Party Software product.

- (c) **Hexagon Personnel**

All Services provided under this Agreement will be performed by Hexagon personnel that have been approved by the Information Technology Director for Metropolitan Nashville Police Department, who is an employee of Metro (the "IT Director"). The IT Director shall not withhold approval of Hexagon personnel unless such a decision is reasonable. To the extent Metro desires to have criminal background checks completed for the personnel Hexagon proposes to utilize in performing the work on the SOW, Customer shall be responsible for paying for the criminal background checks that are required to be completed by the Tennessee Bureau of Investigation for Hexagon's personnel who are providing services under this Agreement.

### **8.6. Source Code Escrow**

Subject to an additional fee for this service, Hexagon shall provide all source code and any updates or fixes for Hexagon's Commercial Off the Shelf application software that are Covered Products for safekeeping with the source code escrow agent. Hexagon maintains an existing escrow agreement with Iron Mountain which allow Hexagon to register METRO as a beneficiary under the Escrow Agreement. As beneficiary of the Escrow Agreement, METRO

will have access to all Source Code of the COTS Covered Products and for all versions of the software in the event that a triggering event (defined below) occurs. The software source deposited with the escrow agent will be a snapshot of the current version of the Source Code delivered by Hexagon in the form of a pure Source Code tree. Upon taking possession of the source code, METRO will have the right to use the source code for products that it owns in the versions currently installed on its system or any subsequent versions in the archive. Hexagon will make a deposit of the source code with the escrow agent once every six (6) months.

METRO shall have access to the source code only in the event Hexagon: (1) files for bankruptcy protection under Chapter 7 of the Bankruptcy Code, (2) makes a general assignment for the benefit of creditors; (3) appoints a general receiver or trustee in bankruptcy of Hexagon's business or property; or (4) or takes any other action under any state or federal insolvency or similar law for the purpose of its bankruptcy or liquidation.

Upon METRO taking possession of the source code, METRO hereby agrees as follows:

- (1) METRO accepts full and total responsibility for the safekeeping of the source code. METRO agrees that such source code shall be subject to the restrictions of transfer, sale, and reproduction placed on the software itself as stated in the software license signed by all parties.
- (2) METRO agrees to only use source code related to applications for which they own a license. There will be Source Code from other applications in the archive.
- (3) No license under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of the source code to METRO. Hexagon's disclosure of the source code to METRO shall not constitute any representation, warranty, assurance, guarantee or inducement by the Hexagon to METRO of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons or of Hexagon.
- (4) Hexagon will not be responsible for maintaining the source code. Furthermore, Hexagon will not be liable for any consequences related to the use of source code modified by METRO.

#### **8.7. Information Security Breach Notification**

CONTRACTOR shall notify METRO of a data breach affecting Metro data within Hexagon's custody within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

#### **8.8. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's

systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

### **8.9. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a U.S.: Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action at its own cost. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

#### **8.10. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with a set of generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

#### **8.11. Monitoring**

CONTRACTOR's records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

#### **8.12. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract.

#### **8.13. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

#### **8.14. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

#### **8.15. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to

exercise any right or remedy available to it.

#### **8.16. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

#### **8.17. Compliance with Laws**

Each party agrees to comply with all applicable federal, state and local laws and regulations.

#### **8.18. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

#### **8.19. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

#### **8.20. Ethical Standards**

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

#### **8.21. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, costs, and attorney fees for bodily injuries or damages arising, in part or in whole, from the negligent acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws, for which Metro has been cited and fined.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

#### **8.22. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of either party hereunder shall be assigned or transferred in whole or in part without the prior written consent of the other party. Any such assignment or transfer shall not release the assigning-party from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT  
DIVISION OF ACCOUNTS  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

#### **8.23. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

#### **8.24. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire,

casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**8.25. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

**8.26. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee or the U.S. District Court for the Middle District of Tennessee.

**8.27. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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Contract Number 422555

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Intergraph Corporation d/b/a Hexagon Safety & Infrastructure

Attention: Victor Vasile

Address: 305 Intergraph Way, Madison AL 35758

Telephone: 256-730-1516

Fax: n/a

E-mail: victor.vasile@hexagon.si.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Victor Vasile

Attention: Victor Vasile

Address: 305 Intergraph Way, Madison AL 35758

**[SPACE INTENTIONALLY LEFT BLANK]**

Contract Number 422555

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

SL Dept. / Agency / Comm. Head or Board Chair. SM Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:**

Michelle A. Hernandez Lane Purchasing Agent MD Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Talia Lomas O'Dneal Director of Finance AN OMB DE BA

**APPROVED AS TO FORM AND LEGALITY:**

Mary Lou Andrews Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

\_\_\_\_\_  
Metropolitan Clerk Date

**CONTRACTOR**

Intergraph Corporation  
Company Name

Jennifer Williams  
Signature of Company's Contracting Officer

Jennifer Williams  
Officer's Name

Director  
Officer's Title

**Exhibit A****SECTION A-1****General Terms and Conditions**

- 1 **Safeguards.** For Metropolitan Government of Nashville and Davison County (Metro Government) Information stored by Hexagon on Hexagon servers, Hexagon shall protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services in accordance with applicable CJIS guidelines. Hexagon shall not be responsible for protecting, securing, or retaining Metro Information that otherwise is based on Metro hardware, within Metro's network, or otherwise in the possession of Metro.
- 2 **Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 3 **Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information. If Metro restricts Hexagon's access to Metro Government Network, Hexagon is relieved of its support and project obligations for which access is required until such time as Metro restores access in the manner as specified in the applicable statement of work or maintenance terms and conditions.
- 4 **Subcontracting/Outsourcing.**
  - 4.1 **Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party (excluding Affiliates of Contractor) to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Contractor agrees to ensure that any Affiliate of Contractor will protect any Metro Government Information to the same level as the Contractor. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
  - 4.2 **Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
  - 4.3 **Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement). Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its

Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

## SECTION A-2

### Definitions

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the Metropolitan Government Information Security Glossary, which can be found on the Metropolitan Government of Nashville website. Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual unauthorized disclosure or use of, or access to, Metro Government Information, or actual loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. "Term" means the period during which this Agreement is in effect.

**SECTION AST**

**Agent Security and Training**

- 1 **Background Check.** Subject to Contractor providing biographical data necessary to run an NCIC query and providing Metro completed fingerprint cards, Metro may perform a background check which includes a criminal record check on all Contractor personnel Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 **Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security.
- 3 **Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has does so in accordance with applicable CJIS Security Policy for vendors, including, but not limited to,
  - 3.1 Documented authorization and approval for access to applications or information stores which contain Metro Government Information
  - 3.2 Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
  - 3.3 Through Checkpoint or SecureLink, Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Through Checkpoint or SecureLink, Metro Government may review the names and login IDs of all Agents who had or have access to Metro Government Information.
- 4 **Agent Training.** Contractor shall ensure that any Agent who access applications or Metro Information stores are adequately trained on CJIS requirements regarding the appropriate use and protection of the information. Completion of this training must be documented and must occur before Agent may access any Sensitive Information.

**SECTION AV**

**Protection Against Malicious Software**

- 1 **Microsoft Systems on Metro Government Networks.** Contractor shall install, activate, and keep current anti-virus software on all of its hardware and workstations in active use by its employees. Metro shall be responsible for protecting and supporting its hardware and workstations. The parties acknowledge, Contractor does not certify that Metro's antivirus software is interoperable or will work without error with the application software previously licensed to Metro and that which has been used by Metro for more than five (5) years.
  
- 2 **Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible.

**SECTION BU**

**Information Backup, Contingency Planning and Risk Management**

**1 General.**

**1.1** Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in the format in which it was obtained by Metro Government.

**2 Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information understanding Metro Government Information is not physically or virtually separated from other Hexagon customer data stored by Hexagon . These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

## **SECTION DMH**

### **Device and Storage Media Handling**

- 1 Portable Media Controls.** Contractor (including its Agents) shall not store Metro Government Information on portable devices or media, including laptops, when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
  - 1.1** Access to the device or media shall require a password or authentication;
  - 1.2** The device or media shall be encrypted using Strong Encryption, defined as the use of cryptographic modules that have been tested and validated under the NIST Cryptographic Module Validation Program as meeting requirements for FIPS PUB 140-1 and FIPS PUB 140-2.;
- 2 Media Disposal.**
  - 2.1** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
- 3 Media Re-Use.**
  - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.

**SECTION ENC**

**Encryption and Transmission of Information**

- 1 Contractor shall through its own network security protect Metro Government Authentication Credentials in its possession or through SecureLink or Checkpoint during transmission.
- 2 If information files are to be exchanged with Contractor, Contractor shall support exchanging files via SecureLink or Checkpoint.

## **SECTION IR**

### **Incident Response**

**1 Incident Reporting.** As it relates to Metro Information in the possession of Contractor, Contractor shall report any Information Breach of which it becomes aware, or failure of any technical or procedural controls, which has affected Metro Government Information in the possession of Contractor to Metro Government and according to the following timeline and procedure:

**1.1** Contractor shall promptly report to Metro Government any successful Information Breach within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (c) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

**2 Incident Response.**

**2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

**2.2** In the event of an Information Breach, Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

**SECTION LOG**

**Audit Logs**

- 1 **Audit Log Information.** Through the application, Metro shall have access to audit functionality enabled within the software. Metro may utilize the audit functions embedded within the commercial off the shelf software as it believes appropriate.

## **SECTION NET**

### **Network Security**

#### **1 Network Equipment Installation.**

- 1.1** Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.
- 1.2** Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.
- 1.3** Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact, even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

#### **2 Network Bridging.** Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.

#### **3 Change Management.** Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network during a contracted project.

#### **4 System / Information Access.**

- 4.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 4.2** Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems. Metro Government approves Hexagon's use of SecureLink or Checkpoint to access Metro Systems and methods reflected in the statement of work related to configuration of Hexagon software and other practices of Hexagon related to configuration of its software.
- 4.3** Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

## SECTION PAT

### **Patch Creation and Certification**

- 1 **Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall, subject to an active and valid maintenance agreement between Hexagon and Metro, provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products. These requirements shall be inapplicable and unenforceable for any software provided by Hexagon which are not covered by a maintenance agreement with Metro and Hexagon.
- 2 **Timeframe for Compatibility Certification.** Contractor shall timely Certify General Compatibility of a Security Patch for Microsoft software which the Product is dependent upon when such patch is released. Contractor shall publish whether the Security Patches are generally compatible with each related Product.
- 3 **Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability, or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall provide such guidance via its HelpDesk.

## **SECTION PES**

### **Physical and Environmental Security**

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 **Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 **Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 **Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 **Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access).
- 5 **Physical Safeguards.** Contractor shall use reasonable efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information.

## SECTION REM

### Remote Access to Metro Government Network/System

#### **1 B2B VPN or Private Circuit Requirements.**

- 1.1 For Contractor's Business to Business ("B2B") or private circuit network connections which terminate on the outside of the Metro Government Network, Contractor must protect such connections by an International Computer Security Association Labs certified firewall. Notwithstanding anything to the contrary, Metro approves Hexagon's use of SecureLink or Checkpoint to access Metro Systems.
- 1.2 Government may deny any traffic type due to risk and require Contractor to use a more secured protocol. Microsoft protocols such as those used in Window File Shares are considered risky and will not be allowed.
- 1.3 B2B Virtual Private Network ("VPN") connections to the Metro Government Network will only terminate on Metro Government managed network infrastructure.
- 1.4 Contractor shall authenticate the VPN to the Metro Government Network using at least a sixteen (16) character pre-shared key that is unique to the Metro Government.
- 1.5 Contractor shall secure the VPN connection using Strong Encryption.
- 1.6 Contractor shall connect to the Metro Government Network using a device capable of Site-to-Site IPSec support.
- 1.7 Contractor shall connect to the Metro Government Network using a device capable of performing policy-based Network Address Translation (NAT).
- 1.8 Contractor shall connect to the Metro Government Network through the Metro Government VPN concentrator.
- 1.9 Contractor shall not implement any form of private circuit access to the Metro Government network without prior written approval from the Metro Government ITS Department.
- 1.10 Metro Government reserves the right to install filtering or firewall devices between Contractor system and the Metro Government Network.

#### **2 Requirements for Dial-In Modems.**

- 2.1 If Contractor is using an analog line, the analog line shall remain disconnected from the modem when not in use, unless Metro Government has expressly authorized permanent connection.
- 2.2 Contractor shall provide the name of the individual(s) connecting to Metro Government Network and the purpose of the connection when requesting connectivity.

#### **3 System / Information Access.** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

#### **4 Remote Access Account Usage.**

- 4.1 Contractor may not share Metro Government-issued ID's, or any user accounts which grant access to Metro Government Network or Metro Government systems.
- 4.2 Contractor Agent shall use unique accounts assigned to the Agent to perform work. Service accounts (or accounts that are configured and used by systems to gain access to information or other systems) may not be used by Contractor Agents to access any system.

## **5 Metro Government Network Access Requirements.**

- 5.1 Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.
- 5.2 Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:
  - 5.2.1 Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.
  - 5.2.2 Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.
  - 5.2.3 Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

## **6 Use of Remote Support Tools on Metro Government Network.**

- 6.1 Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.
- 6.2 Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

## **7 Remote Control Software**

- 7.1 Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.
- 7.2 Remote Control Software must secure all network traffic using Strong Encryption.
- 7.3 Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (System name, port, etc.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above. Notwithstanding the foregoing, Hexagon shall not be required to provide any additional protection, encryption, or other functionality related to this topic than is otherwise provided through SecureLink or Checkpoint.
- 7.4 Remote Control Software shall not provide escalation of user account privileges.
- 7.5 Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network. Notwithstanding anything to the contrary, Metro approves Hexagon's use of Checkpoint VPN and remote desktop to access Metro Systems.

**SECTION SOFT**

**Software / System Capability**

8 **Software Capabilities Requirements.** Notwithstanding anything to the contrary below, in PURSUIT RMS version 12.8 provides the following security features, which Metro will be required to configure. Hexagon does not assume responsibility for configuring such functionality to make it operate as desired below except as expressly set forth in the SOW.

8.1 Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.

8.2 Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.

8.3 Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.

8.4 Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.

8.5 Contractor Products shall mask or hide the password entered during Interactive User Login.

8.6 Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.

8.7 Contractor's Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.

8.8 Contractor's Product shall have the capability to require users to change an initial or temporary password on first login.

8.9 Contractor's Product shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.

8.10 Contractor's Product shall have the capability to function within Metro Governments Information Technology Environment. Specifications of this environment are available upon request.

9 **Backdoor Software.** Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely.

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.1 Definitions

1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.1 Responsibilities of the Contracting Government Agency.

2.2 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.1 Responsibilities of the Contractor.

3.2 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.1 Security Violations.

4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.1 Audit

5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.1 Scope and Authority

6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

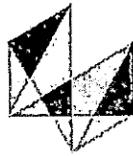
6.5 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.6 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI  
 1000 Custer Hollow Road  
 Clarksburg, West Virginia 26306

|  |                        |  |                          |
|--|------------------------|--|--------------------------|
| Contracting Government Agency                            |                        | Contractor   |                          |
| Metropolitan Government of Nashville and Davidson County |                        | Intergraph Corporation d/b/a Hexagon Safety & Infrastructure |                          |
| By   |                        | By   | <i>Jennifer Williams</i> |
|  | (Authorized Signature) |  |                          |
| Name   |                        | Name   | <i>Jennifer Williams</i> |
| Title  |                        | Title  | <i>Director</i>          |
| Date   |                        | Date   | <i>June 21, 2018</i>     |



**HEXAGON**  
SAFETY & INFRASTRUCTURE

**Exhibit B-1 - END-USER LICENSE AGREEMENT**

The additional terms and conditions set forth in this End User License Agreement ("EULA") and the General Terms and Conditions shall govern the Software Products provided by Hexagon to Customer as described in Order Documents.

If Customer does not agree to the terms of this EULA, Customer is not authorized to, and Customer shall not, download, install, or use a Software Product. Customer agrees to timely pay all charges due and payable for Customer's use of any Software Product.

**1 DEFINITIONS.**

1.1 "Core" means a physical processor on a computer server that can respond to and execute the basic instructions that drive the computer. A Central Processing Unit ("CPU") may have one or more Cores, and a given server may have multiple CPU sockets that may each contain multiple Cores.

1.2 "Desktop-based Software Product" means a self-contained application that runs from a local drive and does not require network connectivity to operate.

1.3 "Installation Guide" means a computer file in Microsoft® Word or Adobe® PDF format or a text file that contains information a User may need to install or operate a Software Product.

1.4 "Primary License" means the license(s) of the Software Product provided to Customer for general production use as authorized by this EULA.

1.5 "Supplementary License" means a license(s) of the Software Product which is made available by Hexagon for select Software Products to augment Primary Licenses for special purposes. Each Supplementary License requires a Primary License and the term of the Supplementary License shall not exceed the term of the applicable Primary License.

1.6 "Web-based Software Product" means a Webservices-based Software Product that is accessed by Users solely over the World Wide Web, Internet, or intranet.

1.7 "XML Files" means the XML (Extensible Markup Language) files generated by the Software Product, where applicable.

1.8 "XSL Stylesheets" means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the Software Product, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

**2 LICENSE GRANT.**

Provided you are not in breach of any term or condition of this EULA, Hexagon hereby grants you a perpetual, non-exclusive, nontransferable license to install and use the SOFTWARE PRODUCT, provided Intergraph has been paid the appropriate license fee for the SOFTWARE PRODUCT, in strict accordance with this EULA. You assume full responsibility for the selection of the SOFTWARE PRODUCT to achieve your intended results, and for the installation, use and results obtained from the SOFTWARE PRODUCT.

2.2 Minimum Requirements. The Software Product may require Customer's System to comply with specific minimum software, hardware, and/or Internet connection requirements. Hexagon will append the applicable minimum requirements to Order Documents for Software License Sale under which a Software Product is purchased.

2.3 License Type and Mode. Software Products are licensed as either Primary Licenses or Supplementary Licenses. There are two (2) types of Primary Licenses and seven (7) types of Supplementary Licenses as described below. Depending on Customer's license, a license may be used in either Concurrent-Use mode or Node-Locked mode. The license type and mode for the Software Product Customer subscribed to or obtained will be designated (per the abbreviations set forth below) in the product description set forth on the proposal, quote, SOW, or packaging provided with the Software Product, and, if an electronic license manager tool is incorporated in the Software Product, verified by the Hexagon license system. If not otherwise indicated, Customer's license type and mode will be a Node-Locked Primary License. Each license of the Software Product is subject to the terms of this EULA.

2.3.1 Primary Licenses are described below:

(a) Concurrent-use mode (CC) allows for the checking in and checking out of the total available licenses of the Software Product for Users. At any point, Customer may run as many copies of the Software Product as Customer have licenses. If the Software Product is enabled to be run in a disconnected mode, as set forth in the Installation Guide, a User may check out a license from the System for mobile or home use, thus reducing the total number of licenses available in the license pool until the license is checked back in to the System. If the Software Product is not enabled to be run in a disconnected mode, the mobile or home computer will require a Node-Locked License. If the anticipated number of Users of the Software Product will exceed the number of applicable licenses, and in the absence of a license manager tool incorporated in the Software Product, Customer must use a reasonable mechanism or process to assure that the number of persons using the Software Product concurrently does not exceed the number of licenses. Customer consents to the use of a license mechanism, license files, hardware keys, and other security devices in connection with the Software Product and agree not to attempt to circumvent, reverse engineer, or duplicate such devices:

(b) Node-Locked mode (NL) allows a single copy of the Software Product to be stored on hard disk and loaded for execution on a single designated workstation, or, for software designed for use on a handheld device, for execution on a single designated handheld device.

(c) The parties acknowledge the Customer has a Site License for RMS001ASTE (inPURSUIT Large Server License) and RMS002ASTE (RMS Concurrent User) (collectively, the Site Licensed Software"). The Site License allows Customer, subject to compliance with these terms, to maintain and use an unlimited number of the foregoing licenses on an enterprise basis. The Site Licensed Software is limited to the Customer and no other party or agency.

2.3.2 Supplementary Licenses are described below:

(a) Backup License (BCK) is licensed solely for "cold standby" when manual switchover of the Software Product to the Supplementary License is required in the event of failure of the Primary License.

(b) Developer's License (DEV) is a license of a Web-based Software Product that is delivered solely in connection with the Primary License of such Software Product for the purposes of developing and testing Customer's website built only with the Software

Product. Developer's Licenses shall not be used for production purposes (i.e. a fully deployed website).

(c) Load Balancing License (LOB) is a license of a Web-based Software Product solely for use as a second or successive license on a web cluster to balance the load with the Primary License on multiple servers represented by one (1) IP address.

(d) Redundant License (RDT) is licensed solely for "hot standby" when automatic switchover of the Software Product to the Supplementary License is required in the event of failure of the Primary License.

(e) Test License (TST) is licensed solely for testing purposes. However, Hexagon also allows a Test License to be used to conduct no-cost training on test servers for a maximum of thirty (30) days per year.

(f) Training License (TRN) is licensed solely for training purposes.

(g) Secondary License (SEC or TFB) is licensed for non-productive use for training, development, testing, failover, backup, etc. Number of Secondary Licenses cannot exceed the number of purchased Primary Licenses.

2.4 Updates and Upgrades. If the Software Product is an Update or Upgrade to a previous version of the Software Product, Customer must possess a valid license to such previous version in order to use the Update or Upgrade. The Software Product and any previous version may not be used by or transferred to a third party. All Updates and Upgrades are provided to Customer on a license exchange basis. Updates are subject to all of the terms and conditions of the EULA applicable to the Software Product. By using an Update or Upgrade, Customer (i) agrees to voluntarily terminate Customer's right to use any previous version of the Software Product, except to the extent that the previous version is required to transition to the Update or Upgrade; and (ii) acknowledges and agrees that any obligation that Hexagon may have to support the previous version(s) of the Software Product will end upon availability of the Update. If an Update is provided, Customer will take prompt action to install such Update as directed by Hexagon. If Customer fails to do so, Customer acknowledges the Software Product may not work correctly or Customer will not be able to take advantage of all of the Software Product's available features. In any event, Hexagon will not be liable for additional costs Customer incurs as a result of Customer's installation or failure to install an Update. The EULA delivered with the Upgrade may supersede any EULA or signed license agreement associated with prior releases of the Software Product. Customer and Hexagon acknowledge: that allowing an Upgrade to be licensed on the same terms as a prior release may create unintended consequences, such as, without limitation, a failure to bind a user to terms necessitated by new functions or content of the Upgrade; and, that mandating an Upgrade be licensed on terms delivered with the Upgrade may create unintended consequences, such as, without limitation, a heightened risk that new terms may apply to the user without the user's normal diligent scrutiny thereof. It is the expectation of the Parties to formally and expressly agree upon license terms to be applied to an Upgrade; provided that in the absence of express license terms evidenced in writing, an Upgrade shall be licensed on the same terms of the prior release, but subject to such superseding terms of the EULA delivered with the Upgrade as a commercially reasonable software vendor would require in order to accommodate any attributes of the Upgrade which differentiate it from the prior release.

3 RIGHTS AND LIMITATIONS. Please see specific exceptions and additional terms related to GeoMedia Viewer Software, Beta Software, Evaluation Software, and Educational Software set forth at the Addendum to this EULA.

### 3.1 THE FOLLOWING ARE PERMITTED FOR YOUR LICENSE:

3.1.1 Customer may make one copy of the Software Product media in machine readable or printed form and solely for backup purposes. Hexagon retains ownership of all User created copies. Customer may not transfer the rights to a backup copy unless Customer transfers all rights in the Software Product and license as provided for in Section 3.1.2. Any other copying of the Software Product, any use of copies in excess of the number of copies Customer have been authorized to use and have paid for, and any distribution of the Software Product not expressly permitted by this EULA, is a violation of this EULA and of federal or applicable governing law.

3.1.2 Customer may transfer the Software Product and license within Customer's company (intra-company transfer), subject to the Hexagon Software Transfer Policy ("Software Transfer Policy") and the terms of this EULA. The Software Transfer Policy is available from Hexagon upon request. If Customer transfers the Software Product, Customer must at the same time either transfer all copies, modifications, or merged portions, in whatever form, to the same party, or Customer must destroy those not transferred.

3.1.3 For a Web-based Software Product:

(a) Customer may run multiple Websites and provide multiple Webservices to Customer's client users with a single license.

(b) Customer may distribute client side web page plug-ins (e.g., ActiveX controls, Java applets and applications, Enhanced Compressed Wavelet (ECW) plug INS) to Users.

(c) Customer may load this Web-based Software Product on multiple machines within a cluster that is acting as a single web server, provided Customer has obtained the applicable number of Load Balancing Licenses or number of Cores from Hexagon and the total number of map servers or number of Cores deployed do not exceed the quantity licensed.

(d) Customer may only copy and distribute the Java script source files to support the Web-based Software Product's output vector map type and Customer's associated websites, and Customer may prepare derivative works solely for Customer's internal use.

3.1.4 Unless otherwise stated in the Installation Guide, for Software Products which contain XSL Stylesheets for presenting XML Files, Customer may only use the XSL Stylesheets and derivative works thereof for the purpose of presenting XML Files and derivative works thereof (collectively, "XML Products") for Customer's enterprise. Customer may not distribute the XSL Stylesheets or XML Products on a stand-alone basis. XSL Stylesheets may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material, or any material that infringes upon any third party intellectual property rights, or otherwise in any illegal manner. All XSL Stylesheets supplied with the Software Product are and will remain the property of Hexagon.

3.1.5 Unless otherwise stated in the Installation Guide, for Software Products that are delivered with an Application Programming Interface ("API") and/or configuration set-up, Customer may use the API(s) to write Customer's own extensions to the Software Products, and Customer may use configuration setup to configure the Software Product, but only to the extent permitted by the API(s) and/or configuration setup. Insofar as

Hexagon does not transfer to Customer any rights in its Intellectual Property by allowing Customer to write Customer's own extensions using the API(s) or to configure the software via the configuration set-up, Customer hereby agrees and acknowledges that Hexagon retains all rights in its Software Product, API(s), and configurations. Except where otherwise provided for in writing, Hexagon does not make any representations or warranties with respect to such extensions and/or configurations and to the maximum extent permitted by applicable law, Hexagon and its suppliers disclaim all warranties, either express or implied, relating to such extensions and/or configurations, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, high risk use and non-infringement. Your use of such extensions and/or configurations is solely at Customer's own risk.

3.1.6 Customer is responsible, and bears the sole risk, for backing up all systems, software, applications, and data, as well as properly using the Software Product.

3.1.7 At all times, Customer must keep, reproduce and include all copyright, patent, trademark and attribution notices on any copy, modification or portion of the Software Product, including, without limitation, when installed, used, checked out, checked in and/or merged into another program.

### 3.2 THE FOLLOWING ARE PROHIBITED FOR YOUR LICENSE:

3.2.1 Customer may not sell, rent, license, lease, lend, or otherwise transfer the Software Product, or any copy or modification, to another company or entity or person. Any such unauthorized transfer will result in automatic and immediate termination of the license.

3.2.2 Customer may not, and Customer may not authorize anyone else to, decompile, disassemble, or otherwise reverse engineer the Software Product.

3.2.3 Customer may not, and Customer may not authorize anyone else to, work around any technical limitations in the Software Product.

3.2.4 Customer may not, and Customer may not authorize anyone else to, publish the Software Product for others to copy or use.

3.2.5 Customer may not, and Customer may not authorize anyone else to, use, copy, modify, distribute, disclose, license or transfer the Software Product, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA.

3.2.6 Customer may not, and Customer may not authorize anyone else to, re-use the component parts of the Software Product with a software product other than the Software Product Customer is licensed to use. Customer may not, and Customer may not authorize anyone else to, re-use the component parts of the Software Product on different computers, servers, or devices. The Software Product is licensed as a single product.

3.2.7 Customer may not, and Customer may not authorize anyone else to, circumvent any license mechanism in the Software Product or the licensing policy.

3.2.8 Customer may not, and Customer may not authorize or allow anyone else to, use or view the Software Product for any purposes competitive with those of Hexagon.

3.2.9 Customer may not, and Customer may not authorize anyone else to, use the Software Product except as expressly set forth in this EULA.

3.2.10 For a Desktop-based Software Product that is Node-Locked:

- (a) Customer may not run the Software Product for Web-based applications.
- (b) Customer may not allow the Software Product to be used by multiple Users on a single workstation at the same time.

3.2.11 Customer may not, and Customer may not authorize or allow anyone else to, use the Developer's License for production purposes (i.e., a fully-deployed website).

3.2.12 Customer may not, and Customer may not authorize or allow anyone else to, publish to a third party any results of benchmark tests run on the Software Product. The sample and demo data set(s) and related script(s) delivered with some Software Products (the "Sample Data") are provided solely for the purpose of instructing the User on how to use the Software Product with which the Sample Data are delivered. The Sample Data are licensed in conjunction with the Software Product and are not to be redistributed, licensed, sold, transferred, used, or otherwise dealt with in a production solution without Hexagon's prior written consent.

3.2.13 The Software Product is not one hundred percent (100%) fault-tolerant. The Software Product is not designed or intended for use in any situation where failure or fault of any kind of the Software Product could lead to death or serious bodily injury of any person, or to severe physical, property, or environmental damage ("High Risk Use"). Customer is not licensed to use the Software Product in, or in conjunction with, any High Risk Use. High Risk Use of any Software is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. Customer hereby agrees not to use the Software Product in, or in connection with, any High Risk Use. High Risk Use shall not mean any use of the Software Product for purposes it is regularly marketed and sold (e.g., computer aided dispatch software may be used to dispatch emergency services).

3.2.14 For a Web-based Software Product:

- (a) Customer may not use the Web-based Software Product to operate software as a service or hosting without the prior written consent of Hexagon.
- (b) Customer may not use a Load Balancing License (LOB) of the Web-based Software Product detached of its Primary License.
- (c) Customer may not use Primary Licenses (and their allocated Load Balancing Licenses) ordered or delivered under a single part number (e.g. "product name - WORKGROUP") for other entities or organizations or at a different physical geographic address.

(d) Core Restrictions for Hexagon APOLLO Software Product: License fees and installation restrictions for Hexagon APOLLO Software Products may be based on the number of Cores present in the server on which the Hexagon APOLLO Software Products are installed. The license type for APOLLO will be designated in the product descriptions set forth on the proposal, quote or packaging provided with the Software Product. If Customer's APOLLO Software Products are Core based, this section will apply. Each product can be licensed in multiples of four (4) Cores, up to a maximum thirty-two (32) Cores. Customer are responsible for determining the number of Cores on Customer's host server and ordering the appropriate number of Core licenses. Each license of a Hexagon APOLLO Software Product must be installed only on a single server. For example, an 8-Core license does not permit Customer to install two copies

of a component, each on a 4-Core server. In a virtualized data processing environment, where hyper-threading, "virtual machine" technology or other similar techniques create "virtual processors" which do not necessarily correspond to the physical Cores present on the server, Customer's usage rights depend on the relationship between the number of Cores for which Customer is licensed, the number of physical Cores present on the host server, and the number of processors available to the Hexagon APOLLO Software Product in the virtualized environment, as follows: if the number of Cores for which Customer is licensed equals or exceeds the number of physical Cores present on the host server, then additional virtual processors created by hyper-threading or other methods of multi-tasking a physical Core do not violate Customer's licensing restriction. However, if Customer wishes to install the Hexagon APOLLO Software Product on a host server having a greater number of physical Cores present than the number of Cores for which Customer is licensed, Customer must operate the Hexagon APOLLO Software Product only within a "guest" virtual machine that accesses a maximum number of processors (whether virtual, physical or both) that is less than or equal to the number of Cores for which Customer is licensed.

(e) Notwithstanding the foregoing, Customer is permitted to use your Primary Licenses at your one and only backup site, which is located at a different physical geographic address.

### 3.3 DELETED.

## 4 TERM.

This EULA is effective until terminated or until Customer's software subscription or lease expires without being renewed. This EULA may be terminated (a) by Customer, by returning to Hexagon the original Software Product or by permanently destroying the Software Product, together with all copies, modifications and merged portions in any form; (b) by Hexagon, upon Customer's breach of any of the terms hereof or Customer's failure to pay the appropriate license or subscription fee(s); (c) upon Customer's installation of an Upgrade that is subject to a new applicable license agreement covering the Software Product Upgrade; or (d) by expiration of the applicable license files, if this is a temporary license. Customer agree upon the earlier of the termination of this EULA or expiration of Customer's software subscription to cease using and to permanently destroy the Software Product (and any copies or modifications of the Software Product in any form, and all of the component parts of the Software Product) and certify such destruction in writing to Hexagon.

## 5 AUDIT.

Hexagon shall have the right, during Customer's normal business hours, to audit Customer's use of the Software Product and Customer's compliance with the provisions of this EULA. Hexagon will provide Customer with thirty (30) days prior written notice of an audit. The right of audit shall be limited to twice per calendar year. Prior to the start of an audit, Hexagon's personnel will sign a reasonable non-disclosure agreement provided by Customer. During the audit, Customer shall allow Hexagon's personnel to be provided reasonable access to both Customer's records and personnel. The cost of the audit shall be paid by Hexagon unless the results of the audit indicate that Customer has underpaid fees to Hexagon, in which case, Customer agrees to promptly pay Hexagon such fees at the price previously agreed to for the Software Product license or software subscription plus interest on such underpayments from the original due date at the lesser of one percent (1%) per month or the highest rate allowed by applicable law, and Customer further agrees to bear all costs associated with the audit.

In addition to the foregoing provisions related to general auditing, Hexagon shall have a right to obtain certain documentation from you, as follows. If the SOFTWARE 7 PRODUCT includes logging mechanisms intended to track usage volume or quantity, you shall not intentionally interfere with such mechanisms, and you shall transmit log files associated therewith to Hexagon upon Hexagon's demand and in accordance with Hexagon's reasonable transmission instructions. Hexagon shall not demand the transmission of usage tracking log files more frequently than four (4) times in any calendar year. If log files establish an underpayment of fees to Hexagon, such underpayment will be addressed on the same basis as an underpayment discovered as a result of a general audit.

## 6 INTELLECTUAL PROPERTY.

6.1 Ownership of Software. ALL SOFTWARE PRODUCTS ARE PROPRIETARY PRODUCTS OF HEXAGON AND THIRD PARTIES WHERE SUCH THIRD PARTIES ARE IDENTIFIED BY HEXAGON, AND ARE PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL TREATIES. TITLE TO SOFTWARE PRODUCTS AND ALL COPIES, MODIFICATIONS AND MERGED PORTIONS OF A SOFTWARE PRODUCT SHALL AT ALL TIMES REMAIN WITH HEXAGON AND SUCH THIRD PARTIES. Software Products are licensed pursuant to this EULA, not sold. Hexagon and additional third parties retain all right, title and interest in and to all Software Products, including, but not limited to, all Intellectual Property rights in and to each Software Product. All rights not expressly granted to Customer by this EULA or other applicable Third Party Software license agreement or terms and conditions are reserved by Hexagon and such third parties. No source code is deliverable hereunder unless otherwise expressly agreed to in writing by Hexagon. A list of registered patents associated with the Software Products, is available at [www.intergraph.com/patents](http://www.intergraph.com/patents).

6.2 Ownership of Intellectual Property. Customer acknowledges and agrees that Hexagon and third party manufacturers, as applicable, own all rights in and to Hexagon's and the applicable third party manufacturer's trade names, and no right or license is granted to Customer pursuant to this EULA to use such trade names. Customer also acknowledges and agrees that Hexagon and third party manufacturers, as applicable, own all right, title and interest in and to all Intellectual Property relating to and for the Software Product. If Customer brings a patent claim against Hexagon or any third party manufacturer over patents Customer claim are being infringed by the Software Product, Customer's patent license from Hexagon and any applicable third party manufacturer(s) for the Software Product automatically ends.

6.3 Intellectual Property Infringement Indemnification by Customer. DELETED.

## 7 RESTRICTIONS.

7.1 United States Government Restricted Rights. If the Software Product (including any Updates, Upgrades, documentation or technical data related to such Software Product) is licensed, purchased, subscribed to or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Article 7 also applies.

7.1.1 For civilian agencies: The Software Product was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).

7.1.2 For units of the Department of Defense: The Software Product was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS

227.7202-3 (Rights in commercial computer software or commercial computer software documentation).

7.1.3 Notice: This Software Product is "Commercial Computer Software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "Commercial Computer Software" shall be in strict accordance with the manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract. Hexagon and any applicable Third Party Software manufacturer(s) are the manufacturer. This Software Product is unpublished and all rights are reserved under the copyright laws of the United States.

7.1.4 Government Reserved Rights: MrSID technology incorporated in the Software Product was developed in part through a project at the Los Alamos National Laboratory, funded by the U.S. Government, managed under contract by the University of California (the "University"), and is under exclusive commercial license to LizardTech, Inc. It is used under license from LizardTech. MrSID technology is protected by U.S. Patent No. 5,710,835. Foreign patents pending. The U.S. Government and the University have reserved rights in MrSID technology, including without limitation: (a) The U.S. Government has a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world, for or on behalf of the United States, inventions covered by U.S. Patent No. 5,710,835 and has other rights under 35 U.S.C. § 200-212 and applicable implementing regulations; (b) If LizardTech's rights in the MrSID technology terminate during the term of this EULA, Customer may continue to use the Software Product. Any provisions of this license which could reasonably be deemed to do so would then protect the University and/or the U.S. Government; and (c) The University has no obligation to furnish any know-how, technical assistance, or technical data to users of MrSID technology and makes no warranty or representation as to the validity of U.S. Patent 5,710,835 nor that the MrSID technology will not infringe any patent or other proprietary right. For further information about these provisions, contact LizardTech, 1008 Western Ave., Suite 200, Seattle, WA 98104.

7.2 Export Restrictions. Software Products, including any technical data related to Software Products, are subject to the export control laws and regulations of the United States, including, but not limited to the U.S. Export Administrations Act. Diversion contrary to United States law is prohibited. This Software Product, including any technical data related to this Software Product and any derivatives of this Software Product, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

- To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.
- To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists ([www.bis.doc.gov/complianceand enforcement/liststocheck.htm](http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm)), the United States Department of Treasury Specially Designated Nationals List ([www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/)), and the United States Department of State Debarred List (<http://www.pmdtdc.state.gov/compliance/debar.html>).
- To any entity if Customer knows, or have reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.
- To any entity if Customer knows, or have reason to know, that an illegal reshipment will take place.

If the Software Product Customer received is identified on the media as being ITAR-controlled, this Software Product has been determined to be a defense article subject to the U.S. International Traffic in Arms Regulations ("ITAR"). Export of this Software Product from the United States must be covered by a license issued by the Directorate of Defense Trade Controls ("DDTC") of the U.S. Department of State or by an ITAR license exemption. This Software Product may not be resold, diverted, or transferred to any country or any end user, or used in any country or by any end user other than as authorized by the existing license or ITAR exemption. Subject to the terms of this EULA, this Software Product may be used in other countries or by other end users if prior written approval of DDTC is obtained.

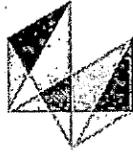
Any questions regarding export or re-export of the Software Product or concerning ITAR restrictions, if applicable, should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, United States 35758 or at [exportcompliance@intergraph.com](mailto:exportcompliance@intergraph.com).

7.3 Territorial Use Restriction. Unless otherwise specifically permitted in writing by Hexagon, use of the Software Product outside the country in which it is licensed is strictly prohibited.

7.4 Use Outside the United States. If Customer is located outside the United States, then the provisions of this section shall also apply: (i) Les parties en présence confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattachent, soient rédigés en langue anglaise (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language."); and (ii) Customer is responsible for complying with any local laws in Customer's jurisdiction which might impact Customer's right to import, export or use the Software Product, and Customer represents that Customer has complied with any and all regulations or registration procedures required by applicable law to make this EULA fully enforceable.

7.5 Survival. The provisions of this EULA which require or contemplate performance after the expiration or termination of this EULA shall be enforceable notwithstanding said expiration or termination.

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## HEXAGON END-USER LICENSE AGREEMENT ADDENDUM FOR CERTAIN PRODUCTS

This Addendum is applicable to Customer in the event that the Software Product is one that also makes use of the products identified below. If applicable, this Addendum ("Addendum") sets forth the terms of the Customer's use of the Software Product in addition to the terms of the END-USER LICENSE AGREEMENT ("EULA") provided to the Customer at the time of purchase. This Addendum shall only apply to Customer if Customer use any of the products identified below. To the extent not inconsistent with this Addendum, all terms of the EULA shall apply to the use of the Software Product. In the event of a conflict of terms between the EULA and this Addendum, this Addendum shall take precedence over the EULA.

1 Geospatial Desktop Program. This Article only applies if the Software Product is that particular bundle of applications known as the "Geospatial Desktop Program."

### 1.1 Definitions.

1.1.1 "Effective Addendum Date" shall mean the later of (i) the date of delivery of the License Key(s) to Licensee, (ii) the date the Geospatial Desktop Program goes into production, or (iii) such later date as specified in the Quote.

1.1.2 "Existing Products" - any Hexagon software products held by Customer prior to entering into this addendum that are duplicative of one or more components of the Geospatial Desktop made the subject of this Addendum.

1.1.3 "License Key" shall mean the unique key provided to the Licensee by Hexagon for the run-time use of the Software Product

1.1.4 "Licensee" shall mean an individual or single legal entity authorized by Hexagon to utilize the Software Product pursuant to the EULA and this Addendum.

1.2 License Grant. Provided Customer is not in breach of any term or condition of the EULA or this Addendum Hexagon hereby grants Customer a limited, non-exclusive license to install and use the Software Product, in object code form only, strictly for Customer's internal use and strictly in accordance with the EULA and this Addendum. The license is non-transferable, except as specifically set forth in the EULA. Customer assumes full responsibility for the selection of the Geospatial Desktop Program to achieve Customer's intended results, and for the installation, use, and results obtained from the Geospatial Desktop Program.

1.2.1 License type and Mode: The Geospatial Desktop Program licensed pursuant to this Addendum shall be concurrent-use mode (CC) as defined in the EULA.

1.3 Term. This Addendum and the rights granted to Licensee pursuant to this Addendum and the EULA shall begin upon the Effective Addendum Date and remain in effect for a period of twelve (12) months. This Addendum may be renewed as set forth herein. New License Keys and/or installation media will be issued annually upon renewal of this Addendum.

Approximately thirty (30) days prior to the end of the license term, Hexagon may submit a renewal Quote to the Licensee to renew the license(s) for the next subscription period at the prices provided in the renewal Quote. If the license(s) are not renewed at the end of the term, Licensee acknowledges that all rights and license grants provided by this EULA and this

Addendum shall terminate upon expiration of the term described in the section immediately above.

1.4 Customer's Existing Products. Any Existing Products held by Customer are not a part of this Addendum.

1.4.1 Any Existing Products must be subject to a separate Hexagon maintenance agreement. Customer may choose to not renew maintenance for Existing Products only at the expiration of the term of any maintenance agreement applicable to Existing Products. Early maintenance termination is not permitted for Existing Products under this Addendum.

2 Geospatial SDK. This Article only applies if the Software Product is the Geospatial Portal SDK.

2.1 License Limitations for Sencha Products. Customer shall not distribute the Sencha Products in stand-alone form. Customer shall not provide license rights, consulting, training, or other services with the standalone functionality of the Sencha Products. Customer shall not allow third parties to develop or use the Sencha Products on a standalone basis. Copies of the Sencha Products are licensed and not sold. Customer may not: (a) modify the Sencha Products or permit or permit any third party to do so; (b) rent, lease or sell or otherwise provide temporary access to the Sencha Products to any third party; (c) use the Sencha Products in any manner to assist or take part in the development, marketing, or sale of a product competitive with the Sencha Products; (d) modify, remove or obstruct any copyright or other proprietary rights statements or notices contained within the Sencha Products; (e) distribute the Sencha Products except as provided herein; (f) allow, assist or permit any others to do any of the foregoing. Customer agrees to not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Sencha Products. Customer may only make a single copy of the Sencha Products for back-up purposes only.

2.2 Limitations on Use. Customer may only use the Geospatial Portal SDK and Sencha Products in combination with the Geospatial Portal Software Product. For the avoidance of doubt, "Customer" in this Addendum means an individual person. Only one person may use the Geospatial Portal SDK per license. Customer is the only authorized user of this licensed copy of the Geospatial Portal SDK and Customer may not allow anyone other than itself to use the Geospatial Portal SDK.

3 Remote Content Management. This Article only applies if the Software Product is Remote Content Management and makes use of DotNetZip Library.

3.1 "Contributor" shall mean any person that distributes its contribution under this license.

3.2 If Customer brings a patent claim against any contributor over patents that Customer claims are infringed by the software, Customer's patent license from such contributor to the software ends automatically.

4 IMAGINE GeoPDF PUBLISHER. This Article only applies if the Software Product is the IMAGINE GeoPDF PUBLISHER product.

4.1 Warranty Disclaimer. Notwithstanding anything to the contrary herein, no warranty is provided with respect to the performance of IMAGINE GeoPDF PUBLISHER. For greater clarity IMAGINE GeoPDF PUBLISHER is provided on an "AS IS" basis.

4.2 Limitation of Liability. Hexagon, its licensors or its suppliers shall not be liable for any claims relating to or arising out of IMAGINE GeoPDF PUBLISHER, regardless of form, in connection with Customer's use of IMAGINE GeoPDF PUBLISHER.

4.3 Acceptance. IMAGINE GeoPDF PUBLISHER shall be deemed accepted upon Customer's installation of the same.

4.4 Use Restrictions. Customer may use the GeoPDF PUBLISHER only for Customer's internal business use, and Customer may not use IMAGINE GeoPDF PUBLISHER to render any files other than GeoPDF files.

5 Euclidean technology. This Article only applies if the Software Product is APOLLO, ERDAS IMAGINE, Geospatial Portal, or GeoMedia WebMap. These Software Products have Euclidean technology embedded within the final products and the intellectual property rights of such third-party technology remain with Euclidean. By installing and using these Software Products, Customer agrees that Customer will not modify, reverse engineer, disassemble or decompile any Euclidean software, that Customer will not remove, obscure or alter any notice of patent, trademark, copyright or trade name.

6 mTransformer. mTransformer by myVR Software AS is delivered with the Hexagon Geospatial Provider Suite and Platform Suite products. mTransformer may be installed on any machine and used within an organization that has a valid license for any product from the Provider Suite or the Platform Suite.

7 GeoMedia Viewer Software – Additional Terms. The software license specifically for GeoMedia Viewer permits copies to be stored on hard disk and loaded for execution on one or more workstations. The GeoMedia Viewer software may be freely copied, transferred, and loaned both inside and outside Customer's company.

8 Beta Software - Additional Terms. If the Software Product Customer received with this EULA is Beta Software, then the following additional terms apply. To the extent that any provision in this Article is in conflict with any other terms or conditions in this EULA, this Article shall supersede such other terms and conditions with respect to the Beta Software, but only to the extent necessary to resolve the conflict. Customer shall hold all information concerning Beta Software and Customer's use and evaluation of such information and the Beta Software (collectively, "Beta Software Information") in confidence and with the same degree of care Customer uses to keep Customer's own similar information confidential, but in no event shall Customer use less than a reasonable degree of care; and Customer shall not, without the prior written consent of Hexagon, disclose such Beta Software Information to any person or entity for any reason at any time; provided, however, it is understood that Customer may disclose any Beta Software Information to those of Customer's representatives who actually need such information for the purpose of participating in the proposed evaluation and testing ("Beta Testing") of the Beta Software, on the condition that, prior to such disclosure, such representative has been made aware of the terms of this EULA. Customer shall not use any Beta Software Information for any reason or purpose other than as necessary for Beta Testing. Customer agrees to make no other use of the Beta Software Information or to incorporate any Beta Software Information into any work or product. Customer acknowledges that the Beta Software is a pre-release, beta version, does not represent final product from Hexagon, and may contain bugs, errors and other problems that could cause system or other failures and data loss. THE BETA SOFTWARE IS PROVIDED TO YOU "AS-IS", AND HEXAGON DISCLAIMS ALL WARRANTY AND LIABILITY OBLIGATIONS TO YOU OF ANY KIND. Customer may use the Beta Software only for evaluation and testing. Production use of Beta Software is strictly prohibited. Customer acknowledges that Hexagon has not promised or guaranteed to Customer that Beta Software or any portion thereof will be announced or made available to anyone in the future, Hexagon has no express or implied obligation to Customer to announce or introduce the Beta Software and that Hexagon may not introduce a product similar to or compatible with the Beta Software. Accordingly, Customer acknowledges that any research or

development that Customer performs regarding the Beta Software or any product associated with the Beta Software is done entirely at Customer's own risk. During the term of this EULA, if requested by Hexagon, Customer will provide feedback to Hexagon regarding Beta Testing, including error or bug reports. Upon receipt of a later unreleased version of Beta Software or release by Hexagon of a publicly released commercial version of the Software Product, Customer agrees to return or permanently destroy all earlier Beta Software received from Hexagon. Customer agrees that Customer will return or destroy all unreleased versions of the Beta Software within thirty (30) days of the completion of Beta Testing when such date is earlier than the date for Hexagon's first commercial shipment of the publicly released commercial software.

9 Evaluation Software - Additional Terms. If the Software Product Customer has received with this EULA is provided specifically for evaluation purposes ("Evaluation Software"), then this Article applies until such time that Customer purchases a license of the full retail version of the Software Product. To the extent that any provision in this Article is in conflict with any other term or condition in this EULA, this Article shall supersede such other terms and conditions with respect to the Evaluation Software, but only to the extent necessary to resolve the conflict. Customer may use the Evaluation Software only for evaluation and testing and not for general production use. Customer acknowledges the Evaluation Software may contain limited functionality and/or may function for a limited period of time. Hexagon is licensing the Evaluation Software on an "AS-IS" basis, solely for Customer's evaluation to assist in Customer's purchase decision. If the Evaluation Software is a timeout version, then the program will terminate operation after a designated period of time following installation (the "Time Out Date"). Upon such Time Out Date, the Evaluation Software license will cease operation and Customer will not be able to use the Software Product, unless Customer purchases a license for a full retail version of the Software Product. Customer acknowledges such Evaluation Software shall cease operation upon the Time Out Date, and accordingly, access to any files or output created with such Evaluation Software or any product associated with the Evaluation Software is done entirely at Customer's own risk.

10 Educational Software Product - Additional Terms. If the Software Product Customer has received with this EULA is Educational Software Product (where either an education price is paid for the Software Product, or the Software Product is received by virtue of Customer's participation in an Hexagon program designed for educational or research institutions, or is received through an education grant from Hexagon), Customer is not entitled to use the Software Product unless Customer qualifies in Customer's jurisdiction as an Educational End User. Customer may use the Educational Software Product only for educational and research purposes. Commercial and general production use of Educational Software Products is specifically prohibited. Additional terms and conditions, as well as the definition of an Educational End User, are detailed in Hexagon's Education Policy which is available from Hexagon upon request.

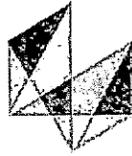
11 ImageStation and Geospatial SDI Software - Additional Terms. Some Software Products of the ImageStation and Geospatial SDI product families contain one or more dynamic link libraries (DLLs) that were built at least partially from open source code subject to the Code Project Open License (CPOL) 1.02 which may be found at <http://www.codeproject.com/info/cpol10.aspx>. By installing and using these Software Products, Customer agrees the terms of the CPOL license apply to the portions of such DLLs built with CPOL-licensed open source code.

12 ECW Browser Plug-in - Additional Terms. The Enhanced Compression Wavelet (ECW) browser plug-in Software Product ("Browser Plug-in") is designed to be used as a browser plug-in to view, within the Microsoft Internet Explorer, Google Chrome and Mozilla Firefox browsers

(the "Browsers"), images created using ECW image technology. Browsers are not included with the Browser Plug-in. Customer may make and install as many copies of the Browser Plug-in as Customer needs, as plug-ins to lawfully licensed Browsers on computers that Customer owns or controls. If Customer has a valid license to use Hexagon Enhanced Compression Wavelet (ECWP) server Software Product ("ECWP Server Software"), Customer may also distribute copies of the Browser Plug-in to others whom Customer wish to authorize to access images residing on Customer's ECWP server, provided Customer includes this EULA with the distributed copies. All copies of the Browser Plug-in authorized as described herein are considered to be authorized copies. Customer may install and use the Browser Plug-in only to enable the Browsers to display images that are created with ECW image technology, and that are accessed via Customer's licensed ECWP Server Software. The Browser Plug-in is licensed only for research, commercial, governmental, and educational purposes and is not licensed, and shall not be used, for personal, family, or household purposes.

13 AAIC and RINAV - Limits on use. Customer may not use a single license of AAIC or RINAV for more than four (4) simultaneous jobs. Customers desiring to execute AAIC or RINAV simultaneously on more than four (4) cores may purchase additional licenses.

END OF EXHIBIT B-1



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**Exhibit B-2 - Hexagon U.S. Maintenance Terms and Conditions**

The additional terms and conditions set forth in this Exhibit B-2 shall govern the Maintenance Services provided by Hexagon to Customer for the Covered Products identified in individual Orders issued pursuant to the Master Agreement. Terms not defined in this Exhibit B-2 will have the meaning ascribed to them in the General Terms and Conditions or Exhibit B-1 (the End User License Agreement).

**1 DEFINITIONS**

1.1 "Maintenance Agreement" means the combined terms and conditions applicable to an Order for Maintenance Services, to-wit: the terms set forth in this Exhibit, the General Terms and Conditions of the Master Agreement, and the applicable Quote for Maintenance Services.

1.2 "Coverage Period" means the period of performance of Maintenance Services set forth in the applicable Quote.

1.3 "Covered Products" means the software listed on the Quote for which Maintenance Services are to be provided to Customer by Hexagon. Covered Products shall also include additional copies of software (i) where the software is already a Covered Product under an existing Maintenance Agreement and (ii) additional licenses are purchased or otherwise obtained by Customer during the Coverage Period. Covered Products may include Software Products and Third Party Software.

**2 AUTHORIZATION OF SERVICES**

Following execution of the Master Agreement, Customer authorizes Hexagon to provide the Maintenance Services for Covered Products during the Coverage Period in accordance with the Maintenance Agreement by one of the following means:

- a) returning a signed Quote for Maintenance Services;
- b) submitting a signed purchase order referencing a Quote for Maintenance Services;
- c) paying any charges as set forth on a Quote for Maintenance Services; or
- d) accepting delivery of Maintenance Services as set forth on a Quote for Maintenance Services.

The Maintenance Services will be provided by Hexagon in accordance with the Scope of Coverage as set forth elsewhere in this Exhibit.

**3 TERM AND RENEWALS OF A MAINTENANCE AGREEMENT**

3.1 The Maintenance Agreement shall begin, retroactively (if applicable), on the first calendar day of the first month of the applicable Coverage Period, and shall expire at the end of the Coverage Period unless terminated earlier pursuant to the terms of the Master Agreement, or renewed by mutual agreement of the parties in accordance with the terms of this Exhibit. The Coverage Period shall be for whole months only.

3.2 Approximately ninety (90) days prior to the expiration date of any Coverage Period, Hexagon will submit to Customer a renewal Quote that includes pricing for the upcoming Coverage Period. The immediately preceding Article entitled "AUTHORIZATION OF SERVICES" shall apply mutatis mutandis to the formation of a renewed Maintenance Agreement based on the renewal Quote. If the Maintenance Agreement is not renewed for an

additional annual Coverage Period based on the renewal Quote, Hexagon, after the preceding Coverage Period has expired, shall be entitled to discontinue Maintenance Services for the affected Covered Products, including access to system support or knowledge base, and/or end the ability of Customer to log or check support requests.

#### 4 LAPSE AND REINSTATEMENT OF MAINTENANCE SUPPORT COVERAGE

4.1 Lapse in Maintenance Coverage. To reinstate Maintenance Services after any termination or suspension thereof, Customer must pay a reinstatement fee. The Coverage Period for any reinstated Maintenance Services (the "Renewal Coverage Period") shall begin on the first day after the expiration or termination of the last paid-in-full Coverage Period and extend until the next purchase anniversary date of the lapsed Covered Products. The reinstatement fee will equal twenty-five percent (25%) of the past due maintenance charges (rounded up to whole months only) for the Renewal Coverage Period, and shall be in addition to the total maintenance charges due for the Renewal Coverage Period, all calculated at the current maintenance list price. Upon request of Customer, Hexagon will provide a Quote for the Renewal Coverage Period, to include the reinstatement fee, which is applicable only for reinstatement made in the then-current month.

4.2 Failure to Obtain Maintenance Coverage. In the event Maintenance Services were not purchased at the time that the Covered Product was originally purchased, in order to obtain Maintenance Services, Customer must pay one hundred twenty-five percent (125%) of all maintenance payments from the date the original Covered Product was purchased up to the date the Maintenance Services are actually purchased, plus one hundred percent (100%) of the remaining Coverage Period that expires upon the anniversary date of the original Covered Product purchase, all calculated at the current maintenance list price. The Coverage Period for such Covered Products will begin on the first day of the month in which the Covered Products were originally purchased.

#### 5 SCOPE OF COVERAGE FOR SOFTWARE PRODUCTS

Maintenance Services described in this Article apply to Software Products only.

Hexagon offers two levels of Maintenance Services for Software Products included in the Covered Products: Standard Support and Premium Support. Under both levels of Maintenance Services, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis and correction of defects in and provide general advice as to the use of the Software Products included in the Covered Products. The level of Maintenance Services will be set forth on the Quote and will include the following:

5.1 Standard Support: Standard Support will include and be limited to the following:

5.1.1 Help Desk Support. Out-of-the-box functionality support via the Help Desk (telephone or eService via Hexagon's Customer Support Web Site where available at <http://esupport.intergraph.com>). Phone support for all priority levels of software errors is available on Monday through Friday from 8 AM – 5 PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website, or can be determined by contacting Customer's local Hexagon office.

5.1.2 Updates. Access to all available Updates of Software Products included in the Covered Products. Hexagon will notify Customer when Updates are made available for any Software Products for which Service has been purchased by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Hexagon. If

applicable, Customer may also register on the Customer Support Web Site or applicable local support website to automatically receive email notifications when a new release of a Software Product is made available by Hexagon. Updates are shipped to Customer upon Customer request. Hexagon is not obligated to produce any Updates.

5.1.3 Knowledge Base. Twenty-four-hour-per-day/seven-day-per-week access to problem Knowledge Base, an on-line self-help tool.

5.2 Premium Support: Premium Support will include all of the features available under Standard Support. Additionally, when the software error is considered to be critical (meaning production is down), then phone support is also available after-hours and on Hexagon-observed holidays.

5.3 Hexagon may not provide both levels of support for all Software Products in all countries. Customer may choose any level of Maintenance Services offered, however, all interrelated or identical Software Products included in the Covered Products under the Terms and Conditions must have the same level of Maintenance Services when available.

5.4 Defect correction Maintenance Services are only available for the current version and the one version prior to the current version of a particular Software Product, except in system down cases and in cases wherein Hexagon otherwise elects. Diagnostic Maintenance Services are available regardless of version. Maintenance Services are limited to the specific Software Products listed on the Quote and functioning on the appropriate Hexagon-supported operating system.

## 6 MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS

Performance of Maintenance Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "Customer Obligations"):

6.1 Customer's hardware and operating system software must meet the minimum system requirements specified by Hexagon and made available to Customer upon request.

6.2 Customer's system must have input and output devices that enable the use of Hexagon's diagnostic programs and supplemental tests. The specifications of such devices shall be made available to Customer by Hexagon upon request.

6.3 Customer will be responsible for any required adjustments or updates to its hardware and/or operating system software required to accommodate Updates of Covered Products.

6.4 Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Service obligations.

6.5 When reporting problems to Hexagon's Help Desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed.

6.6 Customer will carry out any reasonable instructions on troubleshooting or circumvention of the problem provided by Hexagon through an Authorized Contact (as defined below) immediately and in conformity with these instructions, and will install any necessary patches, defect corrections or new versions from Hexagon.

6.7 Customer is solely responsible for assuring the compatibility of non-Hexagon products with products provided by Hexagon.

6.8 Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Hexagon will not be liable for lost data.

6.9 In addition, Customer shall provide for any other requirements reasonably specified by Hexagon and related to the rendition of the Maintenance Services to be met.

## 7 EXCLUDED SERVICES

7.1 Maintenance Services for the following are outside the scope of the Maintenance Agreement and may be available under separate agreement at an additional charge (collectively "Excluded Maintenance Services"):

- Installation of any Covered Product, Update, Upgrade, or interface software
- Network configuration
- Configuration or customization of Covered Products to Customer requirements.
- System-level tuning and optimization and system administration support
- Programming or software development
- Training
- Maintenance Services required because the Authorized Contact is not available or is not trained in accordance with this Exhibit
- On-site Services of any sort
- Maintenance Services outside of the regular business hours associated with the applicable level of Maintenance Services
- Maintenance Services required due to modifications of Covered Products by Customer except where such modifications are required by Hexagon. In the case of Hexagon software modules which assist in the creation and use of Customer software, the performance of Maintenance Services under the Maintenance Agreement is restricted to unmodified components of these Covered Products.
- Maintenance Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the documentation provided with the Covered Products
- Maintenance Services required due to failure of software or hardware not supplied by Hexagon and not covered in the Maintenance Agreement.
- Maintenance Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software
- Maintenance Services required due to software or portions thereof that were incorrectly installed or configured, or use in an environment inconsistent with the support environment specified by Hexagon, or use with peripherals, operational equipment, or accessories not conforming to Hexagon's specifications
- Maintenance Services required due to cases of force majeure, acts of God, lightning strikes, fire, or flood or other events not caused through Hexagon's fault.
- Customer's failure to materially fulfill the Customer Obligations set forth in this Exhibit
- Maintenance Services required due to faulty or incomplete Customer data.

7.2 When ordered by Customer, Excluded Maintenance Services or other software maintenance support services that are outside the scope of the Maintenance Agreement will be billed by Hexagon at the then-current hourly rates and material prices at the time such service is performed.

## 8 SYSTEM SUPPORT TECHNICIAN

8.1 Customer will appoint a minimum of two and a maximum of three contact people who are each authorized to make use of the Maintenance Services ("Authorized Contacts").

8.2 Customer must make sure that the Authorized Contacts have adequate expertise and experience to make possible a targeted and professionally accurate description of malfunctions and make it possible for Hexagon to handle them efficiently. Authorized Contacts must have successfully completed Hexagon product training or complete it at the next available scheduled opportunity, for those products for which formal training is available. Customer will bear the cost of this training. Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's operating system, network, and hardware and software systems. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact.

## 9 REMOTE ACCESS

Customer will permit Hexagon to electronically access Customer's system via SecureLink™. SecureLink™ is a tool for providing secure, auditable remote access to Customer's system in order for Hexagon support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. The Authorized Contacts should be available to assist Hexagon Customer Support as needed during this entire process. Customer Support will only access Customer's system with the knowledge and consent of Customer. For local variances specific to the use of remote access tools other than SecureLink™, Customer should contact the local Hexagon support office.

## 10 THIRD PARTY SOFTWARE

10.1 Support and Updates of Third Party Software shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Third Party Software, and such Third Party Software Maintenance Services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

10.2 Maintenance Services and Updates for any Third Party Software that are not listed on the Quote must be obtained from the third party owner of the products or their designated representative.

## 11 REQUIRED COVERAGE

11.1 Multiple or Interdependent Licenses. Customer may not decline Maintenance Services for individual licenses of a Covered Product for which Customer has multiple copies installed at one site or for Covered Products that are being used interdependently regardless of installation locations, except in accordance with the relinquishment process described in Section 12.2, below.

11.2 Prerequisite Licenses. All prerequisite Hexagon software licenses that are necessary to operate the Covered Products for which Customer desires Maintenance Services under the Maintenance Agreement must also be included as Covered Products and Hexagon undertakes to list these on the Quote.

## 12 ADDITIONS AND REMOVALS OF COVERED PRODUCTS

12.1 Additions of Covered Products to Maintenance.

12.1.1 Additional Software Products from Hexagon. In the event Customer purchases additional licenses of Software Products from Hexagon during the term of this Maintenance Agreement, Hexagon will provide Customer with a written extension Quote

that reflects the additional licenses, the effective date of service, and charges for the additional licenses, pursuant to the Master Agreement.

12.1.2 Additional Software Products from a third party. In the event Customer obtains additional licenses of Software Products from an authorized reseller or by any other means, Customer agrees to promptly notify Hexagon in writing about the newly acquired Software Products, and upon receipt of such notice, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date on which Hexagon may commence the Maintenance Services with respect to the copies of the Software Product pertaining to the additional licenses, and the charges that would be due in return for these Maintenance Services pursuant to the Maintenance Agreement.

12.1.3 Section 2 shall apply mutatis mutandis to the expansion of the Maintenance Agreement based on the extension Quote(s) submitted to Customer pursuant to the terms of this Article. If the Maintenance Agreement is not expanded based on the extension Quote, then the terms and conditions set forth in this Exhibit regarding reinstatement of Maintenance Services will apply to the additional licenses of Software Products. If, however, the additional Software Products are multiple, interdependent, or prerequisite licenses as described in this Exhibit above, Maintenance Services may not be declined and Maintenance Services and the appropriate monthly charges will begin on the effective date as shown on the extension Quote.

12.1.4 Additional Software Products via Software Transfer Policy. Customer shall purchase Maintenance Services on all additional licenses of Software Products for a site obtained via software license transfer. Any such software license transfers shall be in accordance with the then-current Hexagon Software Transfer Policy and the EULA or other applicable software license agreement delivered with the Software Product.

12.2 Removal of Covered Products from Maintenance. Either party may provide written notice to the other party at least sixty (60) calendar days prior to the end of any Coverage Period of its intent to remove any individual Covered Products from the Maintenance Agreement for the renewal period. Neither party may remove Covered Products except upon Coverage Period renewal. Customer may not remove individual software licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site unless Customer has first certified to Hexagon on a Software Relinquishment Agreement (to be provided to Customer by Hexagon upon request) that the copies of the Covered Product for which Customer desires to cease Maintenance Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s). Should Customer desire to reinstate Maintenance Services for the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

### 13 PAYMENT

13.1 Terms of Payment. Charges for the Maintenance Services are due and payable annually and in advance. For Customers desiring to pay quarterly and in advance instead of annually and in advance, Customer must request a revised Quote which shall include a convenience fee increase of fifteen percent (15%) of the total annual charges, which convenience fee Customer agrees to pay. The convenience fee shall be prorated and charged to the four quarterly invoices. All charges for Maintenance Services are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Maintenance Services associated with Covered Products added during a Coverage Period shall be prorated to the remaining months of the

Coverage Period, in whole month increments only, and such charges shall be due and payable in full upon Customer's receipt of invoice.

13.2 Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under this Master Agreement, (ii) under any other agreement between the parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary at least fifty percent (50%) owned by Customer, may not be rendered Maintenance Services until all past due charges are paid in full. The start of the Coverage Period shall not be postponed due to delayed payment of any charges. If Hexagon is required to use a collection agency or attorney to collect money owed by Customer, Customer agrees to pay the reasonable costs of collection. These collection costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and court costs.

#### 14 CUSTOMER WARRANTIES

During the Coverage Period, Customer shall commit to the following:

14.1 Subject to Section 12.2 above, Customer warrants that for all Covered Products supported under the Master Agreement, all licenses of a Covered Product for which Customer has multiple copies in its possession and that are located at the site referenced on the Quote, and all prerequisite licenses necessary to operate Covered Products, are listed on the Quote. If all like Covered Products or prerequisite software licenses are not listed on the Quote, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.

14.2 Customer warrants that Maintenance Services provided herein shall be utilized only for the quantity of Covered Products licenses listed on the Quote.

14.3 Customer shall, and Customer shall cause each of Customer's employees and representatives to, comply with each and every term and condition of the EULA and/or SLA applicable to the Covered Products supported under the Maintenance Agreement.

#### 15 RESTRICTIONS

15.1 United States Government Restricted Rights. If a Covered Product (including any Updates, Upgrades, documentation, or technical data related to such Covered Products) is licensed, purchased, subscribed to, or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Article also applies.

15.1.1. For civilian agencies: The Covered Product was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).

15.1.2. For units of the Department of Defense ("DoD"): The Covered Product was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).

15.1.3 Notice: The Covered Product is "commercial computer software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "commercial computer software" shall be in strict accordance with the manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract.

Hexagon and any applicable Third Party Software manufacturers are the manufacturers. This Covered Product is unpublished and all rights are reserved under the copyright laws of the United States.

16 ADDITIONAL TERMS

16.1 Third Party Providers. Hexagon reserves the right to provide Maintenance Services through a third party provider, subject to Hexagon's assurance of performance, and the provider meeting Customer requirements, as applicable to Hexagon.

16.2 The use of Updates is subject to all of the terms and conditions of the EULA or SLA provided with Customer's current version of the Covered Products.

16.3 Upgrades require a full installation and may be provided with a separate EULA or SLA. Any EULA or SLA delivered with the Upgrade may supersede any EULA or SLA associated with prior releases of the Covered Products. It is acknowledged and agreed that allowing an Upgrade to be licensed on the same terms as a prior release may create unintended consequences, such as, without limitation, a failure to bind a user to terms necessitated by new functions or content of the Upgrade; and, that mandating an Upgrade be licensed on terms delivered with the Upgrade may create unintended consequences, such as, without limitation, a heightened risk that new terms may apply to the user without the user's normal diligent scrutiny thereof. It is the expectation of the Parties to formally and expressly agree upon license terms to be applied to an Upgrade; provided that in the absence of express license terms evidenced in writing, an Upgrade shall be licensed on the same terms of the prior release, but subject to such superseding terms of the EULA delivered with the Upgrade as a commercially reasonable software vendor would require in order to accommodate any attributes of the Upgrade which differentiate it from the prior release.)

END OF EXHIBIT B-2



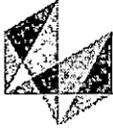
**HEXAGON**  
SAFETY & INFRASTRUCTURE

|                  |                                   |
|------------------|-----------------------------------|
| Customer:        | Metro-Nashville Police Department |
| Quote Number:    | 2018-57018 rev. 1                 |
| Quote Date:      | February 7, 2018                  |
| Expiration Date: | April 27, 2018                    |

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TO: John Eslick  
Metro-Nashville Police Department  
200 James Robertson Pkwy  
  
Nashville , Tennessee 37201-1202  
  
United States  
Tel: (615) 862-7110  
Fax: (615) 862-7848  
Email: john.eslick@nashville.gov

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**HEXAGON**  
SAFETY & INFRASTRUCTURE

|                  |                                   |
|------------------|-----------------------------------|
| Customer:        | Metro-Nashville Police Department |
| Quote Number:    | 2018-57018 rev. 1                 |
| Quote Date:      | February 7, 2018                  |
| Expiration Date: | April 27, 2018                    |

This quotation has been prepared for:

John Eslick  
Metro-Nashville Police Department  
200 James Robertson Pkwy  
Nashville, Tennessee 37201-1202  
United States  
Tel: (615) 862-7110  
Fax: (615) 862-7848  
Email: john.eslick@nashville.gov

Ship To:

Metro-Nashville Police Department  
200 James Robertson Parkway  
Nashville, Tennessee 37201  
United States

Bill To:

Metro-Nashville Police Department  
200 James Robertson Parkway  
Nashville, Tennessee 37201  
United States

**Product Configuration Listing**

| Part Number   | Description                                 | Qty | Net Price    | Ext Price    |
|---------------|---|-----|--------------|--------------|
| SPRSVC9001IMP | inPURSUIT RMS 12.8 Upgrade Project Services | 1   | \$171,000.00 | \$171,000.00 |
| Product Total |   |     |              | \$171,000.00 |

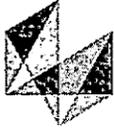
**Maintenance Configuration Listing**

| Part Number       | Description | Qty | Type | # of Mths | Monthly Unit Net Price | Ext Price |
|-------------------|-------------|-----|------|-----------|------------------------|-----------|
| Maintenance Total |             |     |      |           |                        | \$0.00    |

Intergraph Corporation has elected to do business as: "Hexagon Safety & Infrastructure," in certain public safety, utility delivery, transportation, and information technology markets; "Hexagon Geospatial," in certain geospatial markets; and, "Process, Power & Marine," in certain engineering markets. These alias and trade names do not reflect any change of legal corporate entity, applicable tax identification number, or similar formalities.

This quotation is provided subject to the attached terms and conditions.

You will be sent a confirmation of purchased maintenance services by the Hexagon Customer Services Administration department. If maintenance is not purchased at the same time as you purchase products listed in this quotation, you may purchase the maintenance for the products at a later date; however reinstatement or upgrade fees shall apply.



**HEXAGON**  
SAFETY & INFRASTRUCTURE

|                  |                                   |
|------------------|-----------------------------------|
| Customer:        | Metro-Nashville Police Department |
| Quote Number:    | 2018-57018 rev. 1                 |
| Quote Date:      | February 7, 2018                  |
| Expiration Date: | April 27, 2018                    |

**Summary**

|                      |                     |
|----------------------|---------------------|
| Services:            | Net Price           |
|                      | \$171,000.00        |
| <b>Total Price*:</b> | <b>\$171,000.00</b> |

\*Tax included in this quotation is an estimate only. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

**Notes:**

Any commercial Off-the-shelf product information Hexagon has shared with its audience during the proposal / contract activities to date, were to provide an understanding of Hexagon's current expected direction, roadmap or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Hexagon as part of the intended contract. The audience of this material should not factor any future features, functions or products into its current buying decision since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Hexagon.

To place an order against this quotation, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to the Order Administration desk in accordance with the contact information provided below. This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

Attn: Hexagon Administration  
Intergraph Corporation  
P. O. Box 240000  
Huntsville, AL 35813  
Phone: (256) 730-2705  
Fax Numbers: 800-239-2972 or 256-730-6089  
Email: [hsiordersall@hexagonsi.com](mailto:hsiordersall@hexagonsi.com)

**Metro-Nashville Police Department**

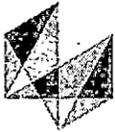
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

PO reference(if required for invoicing): \_\_\_\_\_



**HEXAGON**  
SAFETY & INFRASTRUCTURE

|                  |                                   |
|------------------|-----------------------------------|
| Customer:        | Metro-Nashville Police Department |
| Quote Number:    | 2018-57018 rev. 1                 |
| Quote Date:      | February 7, 2018                  |
| Expiration Date: | April 27, 2018                    |

Please check to indicate payment and billing instructions:

My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Intergraph. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number: \_\_\_\_\_ PO Amount: \_\_\_\_\_

I wish to pay by CREDIT CARD. Intergraph will contact you to obtain the credit card number. Please provide the name and telephone number of the credit card holder below. (Your order will be processed upon written acceptance by Intergraph and upon authorization/approval of your credit card.)

Name as it appears on Credit Card: \_\_\_\_\_

Telephone number of Cardholder: \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

INVOICE ME based on my returning this signed acceptance sheet. (Your order will be processed upon written acceptance by Intergraph and upon credit approval.)

My CHECK payable to Intergraph Corporation has been sent to the following address

Intergraph Corporation  
7104 Solution Center  
Chicago, IL 60677-7001

(Your order will be processed upon written acceptance by Intergraph and after your check clears - approximately 5 days after receipt by our lockbox.)

Check Number: \_\_\_\_\_ Check Amount: \_\_\_\_\_

My DOMESTIC WIRE PAYMENT has been wired to:

ABA Number: 021000018  
Bank Name: Bank of New York Mellon, New York, NY  
Favor of: Bank: SEB (Skandinaviska Enskilda Banken)  
Account Number: 890 043 9688  
For further credit to: Intergraph Corporation SGI Division, Account #00007583

My ACH PAYMENT has been sent to:

Account Number: 1030429611  
Company Name: Intergraph Corporation SGI  
Routing Number: 043000096  
Beneficiary Bank Name: PNC Bank N.A.  
Address: Pittsburgh, PA 15222  
Phone#: 1-877-824-5001, Opt 1 and Opt 3  
Contact: Lockbox Group, Product Client Services

(Your order will be processed upon written acceptance by Intergraph.)



# Hexagon Safety & Infrastructure

## Terms & Conditions for Basic Consulting Services

This agreement ("Agreement") Constitutes the terms and conditions of the delivery of Hexagon Services to the Customer.

1. Definitions. As used in this document:

- (a) "Basic Consulting Services" means Services done on a time and materials basis or firm fixed price basis.
- (b) "Customer" means the entity or person ordering Hexagon Services pursuant to this agreement.
- (c) "Customized Software" shall mean those Deliverables developed for the Customer under this Agreement, as well as any Hexagon proprietary information that may be developed or that may be embodied in any Deliverable under this Agreement.
- (d) "Deliverable" means any data, document, information, software, or material provided to Customer as a product of Hexagon's performance of Services pursuant to this agreement.
- (e) "Hexagon" means Intergraph Corporation doing business as Hexagon Safety & Infrastructure.
- (f) "Services" means professional consulting or other professional information technology services.
- (g) "Third Party" means any other Hexagon division other than the Security, Government & Infrastructure division or any company, person, or entity other than Hexagon.

2. Scope of Agreement. Hexagon will provide Services to Customer as stated on the Hexagon quote and/or mutually agreed upon statement of work. Services as specified will be performed during a standard workweek, based on an eight (8) hour day.

- (a) For time and materials Services, Services will be provided up to the maximum amount of time as stated on the Customer's Purchase Order. Hexagon cannot commit to firm deliverables or schedule. Hexagon will apply best efforts to the completion of the applicable statement of work; however, should the Services require more time than estimated, Hexagon will obtain Customer's written approval and bill the time at the rate stated in this Agreement. If additional Services or follow-on support is required beyond the scope of statement of work, the additional effort will be estimated and an additional scope of work submitted to Customer for acceptance prior to Hexagon beginning the additional effort.
- (b) For firm fixed price Services, the Deliverables will be stated in the Hexagon quote and/or mutually agreed upon statement of work.

3. Terms of Payment. The Hexagon payment terms are net thirty (30) days from the date of invoice.

- (a) For time and materials Services, Hexagon will invoice the Customer for all hours expended and travel expenses incurred on a monthly basis, or after all purchased hours have been expended, whichever occurs first.
  - (b) For firm fixed price Services, Hexagon will invoice the Customer upon completion of the project, or in accordance with any billing milestones specified in the statement of work.
  - (c) An interest charge of two percent (2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.
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- (d) Customer agrees to reimburse Hexagon for all travel and travel-related expenses at Hexagon's cost plus a ten percent (10%) administrative fee.
4. Acceptance. For time and materials Services, acceptance of time and materials hours expended in accordance with this agreement shall be deemed to have occurred as the hours are performed by Hexagon. For firm fixed price Services, acceptance of any Deliverables shall be deemed to have occurred upon delivery of each Deliverable by Hexagon to Customer or completion of each Service described in the statement of work.
  5. Limitation of Liability. IN NO EVENT WILL HEXAGON BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL HEXAGON'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT HAS BEEN PAID BY CUSTOMER UNDER THIS AGREEMENT AT THE TIME A CLAIM IS MADE. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.
  6. Intellectual Property Ownership. The Customer understands that Hexagon possesses information and data that was developed, created, or discovered by Hexagon, or that has become known to or has been conveyed to Hexagon, that has commercial value in Hexagon's day-to-day business. Hexagon considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs, all of which shall hereinafter be singularly or collectively referred to as Hexagon's Intellectual Property. Customer shall maintain the confidentiality of all Deliverables as it would confidential information/data of its own and shall not disclose same to any Third Party without the prior written consent of an authorized Hexagon contracts representative. The Services and Deliverables provided to Customer pursuant to this agreement are not "work for hire." Any patentable or unpatentable discoveries, ideas, methods, techniques, know-how, concepts, or products; or any works fixed in any medium of expression, including copyright and mask work rights; or any other intellectual property created by Hexagon during the course of the Services shall be the sole and exclusive property of Hexagon. Except as set forth below, no direct or indirect ownership interest or license right in the Services or Deliverables are granted or created by implication. Hexagon may perform the same or similar services for others.
  7. License to Use Deliverables. Hexagon grants to Customer a personal, nontransferable, nonexclusive license to use and copy for Customer's internal business purposes only those Deliverables that are not software. All Hexagon software Deliverables and Third Party software furnished to Customer by Hexagon hereunder shall remain the property of Hexagon or the respective Third Party. Hexagon Customized Software is licensed for use by the Customer subject to Hexagon's End User Software License Agreement. Customer agrees to execute the applicable Hexagon End User License Agreement for Hexagon Customized Software that is furnished without an included End User License Agreement. Customer agrees to execute any applicable Third Party end user license agreement for Third Party software that is delivered to the Customer without an included Third Party end user license agreement.
  8. Infringement. In the event of any proceeding against Customer arising from allegations that the Deliverables or Services furnished by Hexagon infringes U.S. patent, copyright, trade secret, or other proprietary right of any Third Party, Hexagon will, if such allegation is not a result from modifications made by Customer, defend or settle such proceeding, at Hexagon's expense, provided Customer promptly notifies Hexagon in writing and grants Hexagon full authority to defend and settle such proceeding. Hexagon shall make such defense by counsel of its own choosing and Customer shall cooperate with said counsel.
  9. Non-Disclosure.
    - (a) "Proprietary and/or Confidential Information" means all nonpublic information disclosed by either party or their agents to the recipient that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to the disclosing party's discoveries, ideas, know-how, concepts, designs, drawings, specifications, techniques, models, data, documentation, diagrams, flow charts, algorithms, procedures, discoveries or inventions, and all
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materials, texts, drawings, specifications, source code and other recorded information, in preliminary or final form and on any media whatsoever, that are conceived, reduced to practice, developed, discovered, invented or made by the disclosing party, research, development, processes, procedures, software or other technology developed or owned by the disclosing party; any computer program, marketing and development plans, customer names and other information relating to customers, business plans, and other business affairs, and (ii) third-party information that either party is obligated to keep confidential.

- (b) Both parties to this Agreement recognize that during the pre-proposal, proposal, and post-proposal effort for the work performed, it may be necessary to share and/or exchange information and data which may be considered confidential, proprietary and/or competition sensitive. This Agreement specifies the process that shall be followed when confidential; proprietary and/or competition sensitive information is exchanged in written or verbal form, as further described in paragraphs (c) and (d) below.
- (c) Any confidential, proprietary and/or competition sensitive information exchanged by the parties and entitled to protection hereunder shall be identified by the furnishing party as confidential, proprietary and/or competition sensitive by (i) appropriate stamp or marking on the documents exchanged, or (ii) written notice of any disclosures made under assertion of confidentiality, sent to the receiving party no later than two (2) weeks after disclosure, with listings of all proprietary material and appropriately stamped or marked summaries of such other disclosures.
- (d) Verbal communications, which are considered confidential, proprietary and/or competition sensitive, may also be conducted as part of the normal discussion activities. Prior to these verbal communications, an announcement will be made that the conversation to follow is to be considered confidential, proprietary and/or competition sensitive, and at the conclusion of that part of the conversation that is considered confidential, proprietary and/or competition sensitive, an ending comment will be made so as to bracket the information which is considered to be confidential. Both parties agree to hold such verbal information in confidence in accordance with this Agreement. Verbal exchanges considered confidential, proprietary and/or competition sensitive will be confirmed in writing within two (2) weeks from the date of the transmission of the information.
- (e) The receiving party will hold such confidential, proprietary and/or competition sensitive information in confidence for a period of three (3) years from the date this Agreement is terminated, and during such period will use such information only for evaluation purposes and will make such information available only to its employees having a "need to know" in order to carry out their functions in connection with the purpose of this Agreement. Unless authorized in writing by the party originally transmitting such confidential, proprietary, and/or competition sensitive information hereunder, the receiving party will not otherwise use or disclose such confidential, proprietary, and/or competition sensitive information during the above-mentioned three (3) year period, after which period the duties of the receiving party with respect to confidential, proprietary, and/or competition sensitive information it has received from the furnishing party shall be governed solely by copyright and patent laws, except in the case of software, for which the obligations shall continue until the occurrence of any circumstances listed herein Article (e).

Information shall not be afforded the protection of this Agreement if, on the effective date hereof, such information has been or from the time thereafter such information is:

1. Lawfully developed by the receiving party independently of the information received from furnishing party;
2. Rightfully obtained without restriction by the receiving party from a Third Party;
3. Publicly available other than through the fault or negligence of the receiving party;
4. Released without restriction by the furnishing party to any Third Party;
5. Disclosure is required by a judicial order or decree of governmental law or regulation, provided that the receiving party promptly notifies the furnishing party of such requirement and reasonable opportunity is allowed by the receiving party for the furnishing party to file for or obtain a protective order or otherwise proceed to protect under applicable law the interests of the furnishing party.

- (f) Should the receiving party be faced with legal action regarding disclosure of information under this agreement, the receiving party shall forthwith notify the furnishing party, and, upon the request and at the expense of the latter, shall cooperate with the furnishing party in contesting such a disclosure. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where the proper degree of care has been exercised; provided, that upon discovery of such inadvertent
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disclosure, it shall have endeavored to prevent any further inadvertent disclosure and to correct the effects of any such inadvertent disclosure.

- (g) All proprietary information furnished hereunder shall remain the property of the furnishing party and shall be returned to it or destroyed promptly at its request together with all copies made thereof by the receiving party hereunder. The parties shall employ the same standard of care it uses to protect its own proprietary information, but in any event, no less than reasonable care.
  - (h) No license under any patents or any other proprietary right is granted or conveyed by one party's transmitting proprietary information or other information to the other party hereunder, nor shall such a transmission constitute any representation, warranty, assurance, guaranty or inducement by the transmitting party to the other party with respect to infringement of patent or any other proprietary right of others.
  - (i) Obligations of the parties with respect to information exchanged under this Agreement prior to its termination shall survive and continue for the time period specified in Article (e) above.
10. **Employment.** During a period from the commencement of the work described in the statement of work to twelve (12) months after its completion, Customer shall not employ or engage on any other basis or offer such employment or engagement to any of Hexagon's employees who have been associated with providing services in the statement of work without the prior written approval of Hexagon. Customer agrees that if it employs or engages any Hexagon employee contrary to the preceding paragraph, it shall be liable to Hexagon for liquidated damages in an amount equal to such employee's salary per annum at the time of leaving the employment of Hexagon.
  11. **Taxes.** Prices are exclusive of all federal, provincial, or local sales, use, property, gross receipts, value added or similar taxes based upon amounts payable to Hexagon pursuant to this Agreement ("Taxes"). Such Taxes however do not include franchise taxes or taxes based on net income. Customer agrees to pay Hexagon any applicable Taxes or provide Hexagon documentary evidence of an appropriate statutory exemption.
  12. **Maintenance.** Customer shall be responsible for the maintaining any Deliverables provided. In the event Customer elects to have Hexagon perform such maintenance, such maintenance may be provided at prevailing consulting service rates pursuant to an additional order or statement of work.
  13. **Governing Law.** This agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama, and the Parties agree to attorn to the jurisdiction of the courts of that State.
  14. **Export Control.** With respect to the export by Customer of information and/or Technical Data received as a result of Services rendered under this Agreement, whether in written or non-written form and including documentation pertaining thereto or anything containing the Information and/or technical data; the disclosure of the information and/or technical data to a non U.S. national, or any other activities relating to the Services, Customer agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statutes, regulations, or other requirements of any governmental agency. Notwithstanding the foregoing, Hexagon's Information and/or technical data are subject to export controls promulgated by the Government of the United States. Customer warrants that it will not export or re-export, either directly or indirectly, any such information and/or technical data or restricted direct Information and/or technical data thereof without first obtaining any necessary authorization from the U.S. Government when required. Customer agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export documents required to comply with U.S. licensing requirements prior to Information and/or technical data shipment. Hexagon cannot be held responsible for the delay in delivery of any training or Services for which an Export License is refused or delayed by the U.S. Government.
  15. **Place of Performance.** If any work needs to be performed at Customer's location, Customer agrees to provide, at its own expense, appropriate work place accommodations, computer equipment, software, and necessary access for Hexagon personnel.
  16. **Term and Schedule.** The Term and Schedule for Services provided under this agreement will be stated on the Hexagon quote and/or mutually agreed upon statement of work.
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17. Disclaimer of Warranties. Hexagon does not warrant the type, quality, or results of any Services or Deliverable provided under this SOW. All Services and Deliverables are provided "AS IS" and without warranty of any kind. HEXAGON DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON SERVICES AND DELIVERABLES FURNISHED HEREUNDER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON.
18. Assignment. Neither Party hereto shall attempt to assign or transfer any rights, benefits, or obligations pursuant to this Agreement without the prior written consent of the other Party and any attempted assignment or transfer without such consent shall be void.
19. Entire Agreement. These Terms and Conditions together with the Hexagon quote or the applicable statement of work constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior discussions, agreements, representations, statements, negotiations, and undertakings whether written or oral, and no reference to prior dealings may be used in any way to modify the expressed understandings of this Agreement. Any future representations, promises and verbal agreements related to products, product features, future product enhancements, product functionality, or Services covered by this Agreement will be of no force or effect unless reduced in writing and made a part of this Agreement. This Agreement may not be amended or modified unless done so in writing signed by authorized representatives of both Parties. No provision of these Term and Conditions shall be construed as modifying the provisions of any other agreement between Subscriber and Hexagon. Terms and Conditions stated on a Subscriber purchase order will not override the above stated Hexagon Terms and Conditions.

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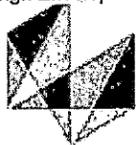
ADDENDUM ONE TO  
THE  
TERMS AND CONDITIONS FOR BASIC CONSULTING SERVICES

Statement of Work for T&M Labor Services

In addition to the Terms and Conditions for Basic Consulting Services to Customer (the "Agreement"), the following terms and conditions apply to any time and material ("T&M") Services statement of work ("SOW") or T&M quotation. Notwithstanding the article entitled "Entire Agreement" set forth in Agreement, the SOW shall supplement the Agreement and have precedence over conflicting terms of the Agreement for any Services in the quotation to which this SOW is attached.

1. **Scope of Services.** Hexagon will provide Services only at the defined labor category on an hourly basis up to the maximum hours set forth in the quotation to which this SOW is incorporated. Subject to the exclusions in Section 3 below, actual tasks to be performed will be determined mutually by the Customer and Hexagon. Customer will be invoiced for actual hours of the Services performed under a T&M contract type as set forth in Section 3(a) to the Agreement. Services will be performed during Hexagon's regular business hours (7:30 am - 4:15 pm Central Time Monday through Friday, Hexagon holidays excluded) either remotely or at the Customer's facility if mutually agreed upon by the parties in advance.
  2. **Period of Performance.** Once executed, the SOW is valid for up to six (6) months from the execution ("Period of Performance"). After the expiration of the Period of Performance, Hexagon will not be able to provide Services hereunder without issuance of a new quotation and SOW. Any additional Services required during the Period of Performance or Services required after the Period of Performance can be quoted separately by the applicable Hexagon Account Manager or Program Manager upon request.
  3. **Exclusions.** Hexagon does not commit to provide any firm Deliverables under the SOW, including but not limited to programming or software development, configuration or customization of software, training, documentation, reports, creation of maps, interface development or installation, software installation services, software customization services, physical move of equipment, etc. Excluded services can be quoted separately by a Hexagon Account Manager or Program Manager upon request.
  4. **Schedule.** Hexagon will schedule Services: (i) upon receipt of this executed quotation, (ii) receipt of Customer's purchase order (if a Purchase Order is required as indicated on the payment and billing instructions of the quotation), and (iii) Customer has no past due payments to Hexagon. Hexagon makes no assurances that resources will be available to meet a specific Customer timeline or schedule. The Customer shall submit requests to the Hexagon Account Manager or Hexagon Project Manager when Services are required hereunder. Schedule will be agreed upon by the Customer's authorized representative and the applicable Hexagon Account Manager or Program Manager. The schedule will be subject to change upon reasonable notice to the Customer.
  5. **Location.** Unless otherwise agreed upon, all Services hereunder shall be assumed to be remote. On-site Services will only be provided to the extent such location is agreed upon in advance by the Customer's authorized representative and the applicable Hexagon Account Manager or Program Manager.
    - 5.1 **Remote.** For any Services that will be provided remotely, the Customer shall provide 24 x 7 VPN connectivity (including a logon and password), 24 x 7, to all servers and workstations requiring installation/configuration by Hexagon.
    - 5.2 **On-site.** For any Services that will be performed onsite, the Customer will provide appropriate work area for Hexagon on site personnel to include, but not limited to, desk, connectivity to the I/CAD system, LAN/WAN, and Internet. Customer will be responsible for travel expenses as set forth in Section 3(d) of the Agreement including portal to portal travel time for each employee.
  6. **Loss of Data.** Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Hexagon will not be liable for any lost data.
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7. **Services Warranty.** Hexagon does not warranty the type, quality, or results of any Services provided under this SOW. All Services are provided "AS IS" and without warranty of any kind. HEXAGON DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON SERVICES FURNISHED HEREUNDER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON.
  8. **No Works for Hire.** There are no software deliverables contemplated under this SOW. The Services provided hereunder shall in no event be considered "works for hire" and Hexagon reserves all rights and ownership in intellectual property conceived, created, or put into practice while such Services are performed for the Customer hereunder.
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**HEXAGON**  
SAFETY & INFRASTRUCTURE

# NASHVILLE METRO POLICE DEPARTMENT STATEMENT OF WORK

## inPURSUIT RMS 12.8 Upgrade

**PRESENTED TO:**

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November 28, 2017

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## INTRODUCTION

This Statement of Work ("SOW" or "Statement of Work") in conjunction with the Quote, by and between Intergraph Corporation d/b/a Hexagon Safety & Infrastructure ("Hexagon") and the Metropolitan Government of Nashville and Davidson County ("Customer") (collectively, the "Agreement"), defines the services required to provide an *inPURSUIT* RMS upgrade.

Unless specifically noted within this SOW, all software shall be the standard commercial off-the-shelf ("COTS") product. Functionality not identified in this SOW and not included within the COTS products may be included at additional cost with appropriate revisions to the SOW.

## GENERAL ASSUMPTIONS

- ④ Pricing and execution of this SOW is contingent upon the Customer having a valid maintenance agreement in place with Hexagon prior to starting the upgrade and throughout the project.
- ④ Hexagon and the Customer will review the SOW and determine a mutually agreeable start date for the services to commence. The services delivery will follow the timelines and tasks described in this SOW. Note: This purchase must be complete prior to any tentative dates being confirmed.
- ④ The Customer shall perform its assigned responsibilities as identified within the Project Timeline in Attachment D in the time allotted. If the Customer is not able to comply with the Project Timeline included herein, as modified by the mutually agreeable, detailed project schedule provided following SOW execution, Hexagon reserves the right suspend this project and redeploy its resources on other active projects until the parties determine a mutually agreed to re-start date. At that time, a new schedule will be provided.
- ④ *inPURSUIT* RMS will be upgraded to 12.8 version or the latest maintenance release available at the time this upgrade is scheduled, as long as the level of effort remains the same as proposed in this SOW.
- ④ No new software customizations, custom forms, forms modifications, custom interfaces, or custom reports are included in the scope of this upgrade.
- ④ Customer-specific changes that were performed as a part of the original contract or that have been added since the original contract and are covered by a current Hexagon Maintenance agreement will be upgraded. No new configuration changes (or software modifications) are included in the scope of the upgrade.
- ④ Hexagon will provide remote instruction on the installation of the client software on up to five (5) *inPURSUIT* RMS clients. The Customer will be responsible for the installation of the remaining *inPURSUIT* RMS client software.
- ④ The Customer is responsible for providing new production hardware. Hardware must be installed and provisioned prior to start of project. See Attachment C Hexagon Public Safety System Specifications for the minimum specifications required for the hardware needed for the upgraded *inPURSUIT* RMS version.
- ④ If this upgrade requires a change in operating system, the new OS will be purchased and installed by the Customer. See Attachment C Public Safety System Specifications for the minimum specifications required for operating system needed for the upgraded *inPURSUIT* RMS version.
- ④ Hexagon shall have immediate access to Customer project staff. The Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this project.



- ⑥ Customer shall provide Hexagon with any and all information requested by Hexagon necessary for it to perform its tasks set forth herein.
- ⑥ All Software provided by Hexagon will be electronically delivered.
- ⑥ Customer shall assign a Customer Project Manager to the Project.
- ⑥ Customer shall have at least one System Administrator available to perform and/or support all Customer Responsibilities and respond to Hexagon requests.
- ⑥ Customer shall have technical resource(s) and subject matter expert(s) ("SME") available with the skills necessary to perform and/or support all Customer Responsibilities and respond to Hexagon requests.
- ⑥ Upon Customer request, Hexagon personnel may undergo a criminal background check consisting of biographical information necessary to initiate an NCIC query and fingerprinting. To the extent the Customer requires Hexagon personnel to undergo the criminal background check, it shall provide fingerprint cards and arrange for such criminal background check and be responsible for any and all costs associated with the criminal background check and fingerprinting. Any remote personnel shall only be required to provide biographical information necessary to initiate a NCIC query and a fingerprint card completed any law enforcement agency.
- ⑥ During system implementation, 24x7 unrestricted VPN access is required for Hexagon developers and implementers who will need to have multiple resources connecting at the same time. This requirement enables rapid development and testing of those interfaces that Hexagon cannot test in-house, resolution of system configuration issues, and troubleshooting capabilities. Hexagon will also require external VPN access while on site to access various Hexagon resource libraries. After system cutover, Hexagon will VPN into the live system only at the Customer's request, and will follow all of the Customer's required VPN access procedures.
- ⑥ Customer shall grant Hexagon personnel system administrator level access with unique log-in credentials to all servers, networks, databases, and workstations that will be involved in the Project. Unrestricted system and VPN access is required for Hexagon developers and implementers who will need to have access to multiple infrastructure platforms at the same time. Hexagon personnel will be provided individualized system access credentials by Customer. Customer shall allow Hexagon authorized resources VPN access 24 hours a day, seven days a week for the duration of the Project.
- ⑥ Customer shall schedule and coordinate with third party technical resources with the skills necessary to perform and/or support all Customer Responsibilities, respond to Hexagon requests and support the testing of interfaces, as required.
- ⑥ If a delay in schedule is caused by a third-party vendor, additional services not covered in this SOW may be required.
- ⑥ Customer will coordinate and facilitate any discussions with third party vendors and ensure they are available for support during live Cutover, if needed.
- ⑥ The Hexagon Implementation teams must have access to all servers and workstations that are applicable to this RMS Upgrade project. This includes having a Domain Login with local administrative privileges to remove/install software, access to registries, the ability to set scheduled tasks and remote access to applicable desktops.
- ⑥ This SOW assumes the Customer is responsible for all internal training of all end users on the upgraded software.
- ⑥ System documentation provided by Hexagon with this upgrade will be standard COTS documentation and Help Files, and will not be customized to the Customer's site-specific configuration. All documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.



- The Customer is responsible for ensuring the integrity of the existing permission group security against any added features from the upgrade which might have security options.
- All security and configurations will have to be revisited after the upgrade by the Customer. This process does not accommodate a discrepancy report between versions, and will require careful review by the agency.
- The Customer will be responsible for validating, and if necessary, rebuilding all permissions, security, users and configurations in the upgraded environment. This is due to the significant jump in versions and the enhancements that have been built into the application - this information cannot be programmatically fully upgraded or progressively maintained.
- The Customer is responsible for providing appropriate staff resources to test the upgraded software prior to the upgrade cutover and in accordance with the project schedule. Testing the upgraded software and reporting any issues according to the project schedule is the responsibility of the Customer. Hexagon and the Customer will mutually resolve any reported issues well in advance of the upgrade so the Customer may perform any re-testing needed at least thirty (30) days in advance of the scheduled upgrade cutover.
- The Customer is responsible for testing all upgraded functionality. Once signoff is received that customer testing is complete, planning will occur for cutover to live operations of the production upgrade.
- The software upgrade includes the production and test environments only.
- The Customer is responsible for the operation, maintenance, support, configuration, and security of its network on which the Upgraded Version will be utilized.
- Hexagon does not provide acceptance testing of the Upgraded Version.



## PROJECT DELIVERABLES

The deliverables for this SOW will be as follows:

- Project Management Services: The Project Manager will, at a minimum, direct the following activities:
  - Act as single point of contact for the Customer from kick off through cut over to production.
  - Determine, with the Customer, a mutually agreed-upon conference call meeting schedule, during which project status and issues will be reviewed and in support of the Project Timeline in Attachment D of this SOW.
  - Provide a detailed upgrade schedule in Microsoft Project format within thirty (30) days of execution of this SOW for Customer approval. The detailed upgrade schedule shall be based upon the timeline and schedule included herein. Customer will promptly review the draft schedule submission and provide comments, questions or approval within 10 business days of receipt.
  - Verify the Hexagon product release schedule.
  - Order Hexagon software (if applicable).
  - Work to address any issues that arise during the project implementation by coordinating with appropriate Hexagon and Customer resources.
  - Prepare a checklist of responsibilities and tasks to be completed during the Cutover Task approximately thirty (30) days prior to Cutover. Discuss the Cutover plan with the Customer and the Hexagon on-site team.
  - Process Change Orders (if applicable).
  - Verify Customer activities related to this SOW have been completed in timely manner.
  - Verify Customer-provided hardware meets Hexagon specifications.
  - Verify software configuration is ready for live Cutover.
  - Work with the Customer to ensure 3rd party vendors are available for support during live Cutover, if needed.
  - Coordinate resolution of any post live cutover errors with the Customer and Hexagon as described in Attachment D Project Timeline.
- Upgrade services as described in this SOW – on-site and remote

Only products covered under a current maintenance agreement will be upgraded. Attachment B contains a list of product licenses currently owned by the Customer that are covered under a Hexagon maintenance agreement.



## PROJECT TASKS

### TASK – HEXAGON SERVER SOFTWARE STAGING – PRODUCTION ENVIRONMENT

Hexagon will install and configure the Upgraded COTS Version of *inPURSUIT* RMS software on the server hardware designated by the Customer to be used for upgrade activities and the new production environment. Note that the Test environment will be installed following Cutover.

The software to be installed and configured is detailed below.

#### Task Assumptions

In addition to the General Assumptions, the following additional assumptions apply to this task:

- All work for this task will be performed remotely.
- Hardware designated by the Customer for staging the *inPURSUIT* RMS upgrade is for the sole purpose of upgrade staging and will not serve other roles

#### Task Prerequisites

The following items must be completed by the Customer and fully deployed prior to beginning this task:

- Upgrade staging hardware fully installed, racked, cabled, powered, and on the network.
- Operating system fully installed, updated, configured, and joined to the Customer domain.
- Oracle 12C database installed and configured with the Customer data on the customer-procured hardware.
- Hard disk configuration per Hexagon requirements.
- Customer specific/enterprise applications installed and configured (remote management, anti-virus, etc.).
- Hexagon domain user account(s) created and provided with local administrative privileges on all server hardware to be staged under this task.
- 24/7 remote access enabled on all servers for the Hexagon users account(s).
- VPN credentials and client (if needed) provided to the Hexagon Project Manager. Not required if Customer is using SecureLink.

#### Task Description

##### Verify Server Setup

Hexagon resources will remotely connect to the servers and verify they have been set up according to the Hexagon setup standards. If no discrepancies are found, software installation will proceed.

Any deviation from the server setup standards will be documented and provided to the Hexagon and Customer Project Managers. The Hexagon resource assigned to this task will determine if the deviation affects Task completion and notify the Hexagon Project Manager.

Any deviation that affects task completion will cause this task to be aborted and re-scheduled. All tasks dependent upon completion of this task are subject to schedule and or budget impact in the event of a customer-predecessor task(s) is not completed in time.

##### Server Staging

Hexagon resources will remotely stage and install Hexagon software components on the Customer designated server hardware intended to be used for the 12.8 production system. Software installation details will be provided in the site-specific configuration document after cutover.



## Task Completion Criteria

This task will be considered complete when the Customer's designated *inPURSUIT* RMS 12.8 production System server hardware has been staged.

## TASK – *inPURSUIT* RMS DATABASE UPGRADE

Hexagon resources will process an upgrade to the *inPURSUIT* RMS database schema using COTS upgrade scripts. The Customer will be responsible for creating and installing the database backup and bringing it up to 12C standards on the new production database hardware.

### Task Assumptions

In addition to the General Assumptions, the following additional assumptions apply to this task:

- This SOW does not cover any Hexagon resources for the upgrade of the database software versioning.
- All work for this task will be performed remotely.
- Once the Customer has completed a full backup of the *inPURSUIT* database to be used for the upgrade staging activity, the Customer will implement a configuration change freeze on the production *inPURSUIT* system, including changes to users/group/roles.
  - If a change freeze is not possible, the Customer agrees to be responsible for replicating any and all configuration changes performed to the production *inPURSUIT* RMS system to the upgrade staging *inPURSUIT* system - including changes/additions/removals of users, screen changes, permissions, etc. Any changes made to the production *inPURSUIT* RMS system should also be recorded for final review at cutover.

### Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging (12.8 Production environment) task complete.
- The Customer has completed a full database backup and installation the customer hardware.
- The Customer has brought the database backup up to Oracle 12c.
- Change freeze in place on production *inPURSUIT* system.

### Task Description

The Customer will restore the full *inPURSUIT* database backup into the designated staging (12.8 Production) environment. A Hexagon resource will then run the database scripts necessary for the upgrade to 12.8 RMS.

During the 12.8 RMS upgrade process it may be necessary to fix data anomalies and inconsistencies that would violate the structure of the new *inPURSUIT* RMS database schema. None of these changes will alter the fundamental content of the database and no Customer data will be altered other than to correct errors necessary for the upgrade to process. Hexagon will document all data issues that were addressed as part of the upgrade scripts and report those back to the Customer.

On rare occasions it will be necessary for the Customer to provide information to the Hexagon resources in order to fix data issues. The Customer is responsible for fixing any data inconsistencies or discrepancies. It is important that the Customer be prepared to respond quickly to any questions that arise. The Customer will ultimately be responsible for fixing any data in their current production system prior to the live upgrade.



## Task Completion Criteria

This task will be considered complete when:

- The *inPURSUIT* database installed by the Customer on their hardware has been upgraded to RMS 12.8 in the Customer staging hardware (12.8 production Environment).
- Basic testing (database operational and accessible from RMS client, user able to login and enter test record) by the Hexagon resources has been completed and all necessary/basic services start and run.

## TASK – COTS INTERFACE UPGRADE

During this task, Hexagon resources will upgrade the current COTS version of *inPURSUIT* RMS standard interface configurations to the Upgraded Version of *inPURSUIT* RMS.

### Task Assumptions

In addition to the General Assumptions detailed in Section 2, the following assumptions apply to this task:

- All work for this task will be performed remotely
- The Customer has maintained a proper list of all Customer changes to the graphical user interface since Hexagon's last deployment of the system
  - Either original implementation or last upgrade
  - Lack of proper change documentation may result in lost configuration. Hexagon will not be responsible for lost configuration items due to lack of documentation. Hexagon is not responsible for Interface configuration performed by the Customer. When an issue is filed via Siebel, Hexagon will evaluate and, if the error is in the Customer configuration, the Customer will be responsible for correcting the configuration.

Only those interface products currently listed on the Customer's maintenance agreement and listed in Attachment B will be included in the upgrade. If there are interfaces or report customizations the Customer has in production which are not listed on the maintenance agreement, a change order will be required to add additional scope to the upgrade SOW as well as an adjustment to the Customer's maintenance agreement and cost

### Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging and *inPURSUIT* Database Upgrade tasks are completed.
- Test connections to the third-party systems provided along with any required connection information and networking requirements completed

### Task Description

Standard Interface configurations are contained in multiple areas on a communications/interface server depending on the specific interface. Generally speaking, these configurations will be stored in interface specific executable configuration files (\*.config.xml), the *inPursuit* RMS database in the form of table data and/or parameter data, or any combination thereof.

Hexagon resources will preserve this configuration information and migrate it to the new version of the corresponding interface where appropriate.

It is not uncommon for some functionality to be deprecated or replaced with newer enhanced functionality. When that applies, the respective changes to the interface configurations will not be



replicated to the new version. Occasions where this statement applies will be documented and relayed to the Customer.

Requests to configure any new functionality not presently utilized by Customer in its current version of *inPURSUIT* RMS will be priced as a separate SOW.

If a third-party test system is not available for a specific interface Hexagon will complete configuration work in anticipation of this connection. The lack of a third-party test connection will not impact completion of this upgrade task

### Task Completion Criteria

This task will be considered complete when all *inPursuit* RMS standard interface configurations have been migrated to the upgrade staging system, are configured for use with the new version and the required services start up without material error. Customer testing of these interfaces is covered in the Production Testing task.

## TASK – CUSTOM INTERFACE UPGRADE

During this task, Hexagon resources will upgrade the current COTS version of *inPURSUIT* RMS standard interface configurations to the Upgraded Version of *inPURSUIT* RMS.

### Task Assumptions

In addition to the General Assumptions above, the following assumptions apply to this task:

- All work for this task will be performed remotely
- The Customer has maintained a proper list of all Customer changes to the graphical user interface since Hexagon's last deployment of the system
  - Either original implementation or last upgrade
  - Lack of proper change documentation may result in lost configuration. Hexagon will not be responsible for lost configuration items due to lack of documentation. Hexagon is not responsible for interface configuration performed by the Customer. When an issue is filed via Siebel, Hexagon will evaluate and, if the error is in the Customer configuration, the Customer will be responsible for correcting the configuration.
- Only those interface products currently listed on the Customer's maintenance agreement and listed in Attachment B will be included in the upgrade.
- If there are interfaces or report customizations the Customer has in production which are not listed on the maintenance agreement, a change order will be required to add additional scope to the upgrade SOW as well as an adjustment to the Customer's maintenance agreement and cost.

### Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging and *inPURSUIT* Database Upgrade tasks are completed.
- Test connections to the third-party systems provided along with any required connection information and networking requirements completed

### Task Description

In preparation for this task a Hexagon consultant will conduct an Interface Review on-site to ensure that all interface information, versions and data transfer items are verified prior to any code upgrade. This



review will include review of network requirements, connection information and may require discussion with representatives from the third-party systems involved.

Interface configurations are contained in multiple areas on a communications/interface server depending on the specific interface. Generally speaking, these configurations will be stored in interface specific executable configuration files (\*.config.xml), the inPursuit RMS database in the form of table data and/or parameter data, or any combination thereof.

Hexagon resources will preserve this configuration information and migrate it to the new version of the corresponding interface where appropriate.

It is not uncommon for some functionality to be deprecated or replaced with newer enhanced functionality. When that applies, the respective changes to the interface configurations will not be replicated to the new version. Occasions where this statement applies will be documented and relayed to the Customer.

Requests to configure any new functionality not presently utilized by Customer in its current version of inPURSUIT RMS will be priced as a separate SOW.

If a third-party test system is not available for a specific interface Hexagon will complete configuration work in anticipation of this connection. The lack of a third-party test connection will not impact completion of this upgrade task.

### Task Completion Criteria

This task will be considered complete when all inPursuit RMS custom interface configurations have been migrated to the upgrade staging system, are configured for use with the new version and the required services start up without material error. Customer testing of these interfaces is covered in the Production Testing task.

## TASK – PRODUCTION TESTING

During this task the Customer will conduct internal production testing of the upgraded system and interfaces. Hexagon does not provide acceptance testing of upgraded systems. All testing is the sole responsibility of the Customer.

### Task Assumptions

In addition to the General Assumptions, the following additional assumptions apply to this task:

- The Customer will conduct production testing with remote error resolution support from Hexagon resources as described in Attachment D Project Timeline.
- The Customer will file a service request (SR) in the Siebel Customer Portal for all errors encountered as part of testing. SR's can be filed for, but not limited to:
  - Errors
  - Anomalies
  - Questions
- The Customer will respond as quickly as possible to inquiries from Hexagon resources assigned to work reports of trouble.

### Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- All prior tasks have been completed.



- Prior to testing the Customer will ensure that permissions, security, users and configurations required have been replicated/validated in the upgraded environment. Any changes made to the upgrade system during this process should be recorded for replication/verification during the cutover process

### Task Description

During production testing, the Customer is solely responsible for making sure that the system is working and ready for production use. Hexagon will provide a sample test plan during implementation. Hexagon will not edit the sample test plan for Customer content; it is provided solely as a guide for the Customer to conduct their testing.

Hexagon resources make every effort to ensure that all prior standard configurations are carried forward to the upgraded version. In addition, the Hexagon products go through rigorous quality assurance testing to avoid software errors. Those two efforts notwithstanding, errors do appear after an upgrade.

When the Customer completes testing in accordance with the project timeline and agreed to schedule and Hexagon has completed the agreed upon error resolution tasks, a readiness review will be conducted to ensure the system and the Customer are ready for cutover to production use. This will be a remote meeting conducted via teleconference.

At the completion of the Test period, the Customer will confirm that the system is Production Ready.

### Task Completion Criteria

This task will be complete when the Customer and Hexagon tasks are completed in accordance with timeline and project schedule.

## TASK – PRODUCTION TESTING ERROR RESOLUTION

During this task Hexagon resources will review errors filed via Siebel by the Customer as a result of the Customer testing conducted in the prior task.

### Task Assumptions

In addition to the General Assumptions, the following additional assumptions apply to this task:

- All work for this task will be conducted remotely.
- Customer will have dedicated representatives scheduled and available for contact by the Hexagon resources working on issue resolution.
- Error resolution is defined as either:
  - The error has been resolved with additional configuration via the COTS product tools.
  - In the case of product defects, an appropriate change request (CR-E), defect has been filed with the Hexagon product center for review and classification.
- Errors that cannot be resolved by the Hexagon Public Safety services resources (implementation) will be tracked via Siebel.
- If the error discovered is a priority 2 or higher it may qualify for a patch request.
- Delivery of a patch is not guaranteed and is at the sole discretion of Hexagon.

### Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:



- All prior tasks completed in accordance to the Project Timeline presented in Section 4 of this SOW and the schedule.

### Task Description

During production testing error resolution, the Hexagon resources will respond to those technical or functional problems the Customer has encountered or answer functionality questions the Customer has submitted.

Error resolution is very much a team effort. Hexagon will rely on the Customer to report detailed and accurate information the problems encountered including but not limited to:

- A complete and accurate description of the problem using Hexagon COTS terminology.
- A complete workflow description that allows the problem to be reproduced.
- The name and contact information for the person reporting the error.

Hexagon will schedule implementation resources to assist with issue resolution and work directly (remotely via web-ex or phone) with the customer at specific times during the test period. Outside of these scheduled assistance periods the implementation resources may not be able to provide direct or timely communication with the Customer test team.

### Task Completion Criteria

This task will be complete when the Customer provides written notification to Hexagon that the system is ready for production use.

## **TASK – PRODUCTION READY - READINESS REVIEW**

During this task Hexagon lead technical resources, the Hexagon project manager, and the Customer team will determine if the upgraded system is ready for production use.

### Task Assumptions

In addition to the General Assumptions, the following additional assumptions apply to this task:

- This meeting will take place remotely via WebEx and/or conference call.

### Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- All prior tasks must be completed.
- All non-defect priority 2 or higher errors have been resolved

### Task Description

The readiness review meeting is intended to ensure all parties involved with the inPURSUIT RMS upgrade review the system status and verify it is ready for production use.

During the meeting a readiness review checklist will be provided and followed to ensure all necessary aspects of the system are addressed.

### Task Completion Criteria

This task will be complete when the readiness review has been conducted and all parties agree that the system is ready for production use.



## TASK – CUTOVER TO PRODUCTION USE

During this task, the production system will be cutover to the Upgraded Version.

### Task Assumptions

In addition to the General Assumptions, the following additional assumptions apply to this task:

- ④ The 12.8 Production Environment that was used for staging and testing will be converted to full production use following an upgrade of the current database
- ④ Hexagon will have three resources on-site for the week of cutover RMS to production use; RMS Implementer, Interface implementer and Project Manager.
- ④ Cutover to production use will take place on the day and time designated by the Customer but will occur no later than Tuesday of the week designated for cutover.
  - ④ If cutover cannot take place due to issues solely within the control of the Customer, there may be a cost associated with re-scheduling the upgrade cutover.

### Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- ④ All prior tasks must be completed.
- ④ Readiness review has been conducted with Hexagon and the Customer agreeing that cutover can proceed.

### Task Description

The Cutover to Production Use is the culmination of the tasks that comprise this SOW. During the cutover process, the following tasks will be completed.

- ④ Production use of the existing version *inPURSUIT* RMS system will be stopped. Downtime is generally less than 12 hours. Downtime is primarily dependent on the time taken to transfer and upgrade the database, as well as to upgrade client workstations. Interface downtime can be far longer depending on circumstances surrounding the cutover.
- ④ Customer will create a copy of the current database and transfer this to the new customer procured hardware. The customer will then upgrade the database to Oracle 12C database in preparation for the *inPURSUIT* RMS database upgrade scripts.
- ④ The production *inPURSUIT* RMS database will be upgraded to the new version by Hexagon using standard upgrade scripts and applying any custom fixes developed during the initial upgrade task. Configuration items that were modified as part of the upgrade will be copied into the new production database
- ④ Client workstations will be upgraded by the Customer and directed to connect to the new production database and servers
- ④ Prior to the system being turned on for live production use, the Customer is responsible for verifying (and if necessary updating) the system with any site or agency configuration changes as well as changes to users/groups/roles that have been made to the production system since the Server Software Staging task performed earlier in this project.
- ④ System access will be restored and basic testing performed by Hexagon resources to ensure all components are functional.
- ④ Production use of the system will be restored for all users



## Task Completion Criteria

This task will be complete when cutover to live operations on the new version of *inPURSUIT* RMS has taken place.

## TASK – POST-CUTOVER SUPPORT

During this task, Hexagon resources will provide support for the Customer who has just cut over to the "Upgraded Version".

### Task Assumptions

In addition to the General Assumptions, the following additional assumptions apply to this task:

- ⊗ The first full week of Post-Cutover support following Cutover week will be provided by the RMS implementer on-site
- ⊗ The second full week of Post-Cutover support will be performed remotely.
- ⊗ Post-Cutover support is provided Monday-Friday during normal business hours. Standard after-hours emergency support procedures remain the same for the duration of this task.
- ⊗ Issues will be reported via the Siebel Customer Portal and contain all information required as specified on the Trouble Reporting Guide provided with this SOW.

### Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- ⊗ All prior tasks must be completed.

### Task Description

The Post-Cutover support task is designed to provide the Customer with dedicated, quickly accessible support for problems, questions, or errors encountered in the 14 calendar days following the cutover to production use of the Upgraded Version.

During this task, Hexagon resources will be assigned all SR's that are filed by the Customer against the Upgraded Version. Hexagon resources will work to identify and remedy the cause of the trouble reported.

Should the trouble discovered be categorized as a defect, the Hexagon resource will file a change request defect (CR-D) with the Hexagon product center.— The priority levels are determined by the specifications in the Customer support agreement.

The Post-Cutover support period is not a configuration period. Requests for new configurations that are not related to resolving an error condition cannot be supported during this time frame. This is done to ensure the stability of the system delivered and that focus remains on errors or problems rather than the introduction of new opportunities for errors or problems.

### Task Completion Criteria

This task will be complete when the 14-day Post-Cutover period has expired.



## TASK – CREATION OF TEST ENVIRONMENT

During this task, Hexagon will install the Test servers with the inPURSUIT RMS applications and migrate the Customer configurations and customizations as copy of the Production environment. This task will take place following Cutover

### Task Assumptions

In addition to the general assumptions detailed in the Assumptions Section, the following assumptions apply to this task:

- ⦿ This task will be performed remotely.
- ⦿ Completion of the task will not affect System Acceptance
- ⦿ This task is expected to be complete within three (3) weeks of production cutover. The Customer Test environment is expected to be in place and available for Hexagon installation and upgrade work immediately prior to or following Cutover.

### Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- ⦿ All prior tasks must be completed.
- ⦿ Customer will stage the Test server and database software in the same manner that the 12.8 production servers were installed in the initial Server Staging task.

### Task Description

Hexagon resources will install the Test server with the inPURSUIT RMS applications and migrate the Customer configurations and customizations as copy of the 12.8 Production environment. The Customer will then perform testing to ensure that all configurations have been correctly applied and that both environments accurately mimic the Production system as required.

### Task Completion Criteria

This task will be complete when the inPURSUIT RMS applications have been installed on the Test server.



## ACCEPTANCE CRITERIA

The software and services shall be considered accepted with either written authorization by Customer or upon production use, whichever comes first.

Note: If a delay in final acceptance is caused by another vendor or Customer's inability to provide required deliverables and lasts for more than 30 days after delivery by Hexagon, Customer agrees to provide written acceptance of the Hexagon software and services.

## SCHEDULE

Scheduling of Hexagon services will occur: (i) upon receipt of this executed document, (ii) receipt of Customer's purchase order (if applicable), and (iii) Customer has no past due payments to Hexagon. Hexagon and the Customer will determine a mutually agreeable schedule for completion of the deliverables as described in this SOW.

## CONTRACT PRICE

Pricing for this SOW is in accordance with Hexagon quotation to which is attached.

## TERMS OF PAYMENT

Payment for this SOW will be due according to the payment schedule below:

| Payment Milestone                                      | Payment Percentage | Payment Amount |
|--|--------------------|----------------|
| Mutual Execution of this SOW                           | 10%                | \$17,100       |
| Completion of Hexagon Server Software Staging Task     | 10%                | \$17,100       |
| Completion of InPURSUIT RMS Database Upgrade Task      | 10%                | \$17,100       |
| Completion of COTS Interface Upgrade Task              | 10%                | \$17,100       |
| Completion of Custom Interface Upgrade Task            | 10%                | \$17,100       |
| Completion of Production Testing Task                  | 10%                | \$17,100       |
| Completion of Production Testing Error Resolution Task | 10%                | \$17,100       |
| Completion of Production Readiness Review Task         | 10%                | \$17,100       |
| Upon Cutover to Production Use                         | 10%                | \$17,100       |
| Completion of Post Cutover Support Task                | 5%                 | \$8,550        |
| Completion of Creation of Test Environment Task        | 5%                 | \$8,550        |



## TERMS AND CONDITIONS

The terms and conditions governing this SOW are set forth in the Quote.

## APPROVAL SIGNATURES

Signature by all parties listed below constitutes acceptance of and notice to proceed with this SOW, in accordance with this SOW.

This SOW may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

**This document is approved by:**

| AUTHORIZED HEXAGON SIGNATURE |  |              |
|------------------------------|--|--------------|
| <b>Name:</b>                 | Debra T. Huser, Americas Finance Director<br>Hexagon Safety & Infrastructure |              |
| <b>Signature:</b>            |  | <b>Date:</b> |

| AUTHORIZED CUSTOMER SIGNATURE |  |              |
|-------------------------------|--|--------------|
| <b>Name:</b>                  |  |              |
| <b>Signature:</b>             |  | <b>Date:</b> |



## ATTACHMENT A: PROJECT DELIVERABLE SIGN-OFF FORM

|   |                          |                       |                           |
|---|--------------------------|-----------------------|---------------------------|
| 1. Submission Date:   | Month/Day/Year           | Sign-Off Target Date: | Month/Day/year            |
| Submitted By:   | Intergraph Contact Name  | Submitted To:         | Customer Contact Name     |
| Customer Contract #:  | Customer Contract Number | Customer/Project #:   | Intergraph Project Number |
| <b>TYPE OF DELIVERABLE</b>  |                          |                       |                           |
| <input type="checkbox"/> SOW Tasks <input type="checkbox"/> Payments <input type="checkbox"/> Plans/Designs <input type="checkbox"/> Training <input type="checkbox"/> Other  |                          |                       |                           |
| <b>DELIVERABLE INFORMATION</b>  |                          |                       |                           |
| <b>DELIVERABLE DESCRIPTION</b>  |                          |                       |                           |
|   |                          |                       | <b>\$AMOUNT OF PYMT</b>   |
| THIS SECTION DESCRIBES THE DELIVERABLE  |                          |                       | (If applicable)           |
| <p>With the deliverable described above complete, the Customer shall have ten (10) business days after receipt of a written request from Intergraph, to either sign-off that the deliverable has been met or state in writing to Intergraph the reason the deliverable has not been met.</p> <p>Sign-off of the deliverable shall be based solely upon the deliverable meeting the requirements stated in the Agreement between Intergraph and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) business day period then the deliverable will be deemed to have been signed off.</p> <p>The signature below acknowledges that the deliverable described in the Agreement and listed above meets all of the appropriate criteria for this item.</p> <p>Customer acknowledges completion of this payment milestone according to the Contract Payment Milestone Schedule and provides authorization to invoice this milestone.</p> |                          |                       |                           |

Authorized Customer Representative

Customer Contact Name

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



## ATTACHMENT B: PRODUCTS COVERED UNDER MAINTENANCE AGREEMENTS

- InPURSUIT RMS Client - Site License
- InPURSUIT RMS Server
- inPURSUIT RMS Server - Test License
- inPURSUIT BOSS Server
- inPURSUIT BOSS Server -- Test License
- inPURSUIT BOSS Client
- inPURSUIT BOSS Client -- Test License
- Interface with the Motorola CAD System
- Interface with the Jail Management System
- Interface with the State Criminal Justice Information System
- Interface with the MNPD AFIS System
- Interface with the State Juvenile Justice Information System
- Interface with the EBS Personnel System
- Interface with the IBR/UCR Reporting
- Interface with the Warrant Jacketing System
- Interface with the ATS Message Switch
- Interface with the Patron FormStream Field based Reporting System
- Interface with the DataWorks Booking/Mugshot/Fingerprint System
- Interface with the LIMS System PHASE 1

Unless otherwise stated elsewhere in this SOW, the following MNPD supported interfaces are not included as Hexagon responsibilities in the scope of this project:

- Infor/Workbrain Time Accounting System
- Zip Code interface
- Pawn Import interface



## ATTACHMENT C: PUBLIC SAFETY SYSTEM SPECIFICATIONS

### GENERAL NOTES

This document provides the specifications for hardware and software required to support the Intergraph I/CAD System, Intergraph InPURSUIT System, and BI Premium. This document is available online through the Knowledge Management System at:

<https://support.hexagonsafetyinfrastructure.com/infocenter/index?page=content&id=HOW3181> . To retrieve the specifications, enter the article ID "6706" or "Public Safety System Specification" in the Knowledge Search field. Before you proceed, make sure you have the most up-to-date version of this document.

The below specifications reflect technology that is currently considered standard and is routinely available from hardware vendors and should be used when purchasing new equipment. For those customers with existing hardware and planning on a software upgrade, these specifications are intended to serve as a guide for determining whether existing equipment should be upgraded or replaced to support a mission-critical configuration. These specifications apply to servers in any form factor, including rack mounted, blade, or standalone tower servers.

### INTERGRAPH PUBLIC SAFETY VIRTUAL ENVIRONMENT REQUIREMENTS

All Intergraph Public Safety servers have been tested in a virtual environment with VMware vSphere 5.x, and are supported as long as the dedicated resources meet or exceed the hardware CPU, memory, and disk space requirements detailed in this document. Intergraph recommends dedicated resources, meaning that the host resources should not be over-subscribed. If the recommendations listed below for VMs totals 50 cores then you should not run those VMs on a dual 10 core host with Hyper-threading enabled because that only provides 40 virtual cores for assignment. The same policy applies to memory and disk. These specifications apply to servers in any form factor, including rack mounted, blade servers, or standalone servers.

Licensing of the Windows Server OS, SQL Server, and especially Oracle may have unique licensing requirements under VMware.

The recommended disk configuration for the Operating System and Applications of the Virtual Machines (VMs) is RAID10 and should be on separate disks from any database disks.

For communication / interface servers, virtualizing the interface/ communication server is supported. If there are any serial RS232 interfaces on the communication / interface server, then a serial-to-IP conversion device will be required since a virtualized interface server may not have an RS232 port. For a Serial-over-IP device Intergraph has tested with the Digi PortServer® TS serial server.

<https://www.digi.com/products/serial-servers/serial-device-servers/portserverts>

There are currently no plans to certify clients with virtualization.



## DATABASE STORAGE REQUIREMENTS

It is very important to keep in mind that Intergraph developed the following hardware requirements with the best possible performance and safety in mind. We also kept at the forefront of our mind that the systems we provide support a life safety software application and need to be of the quality and heft to support the tasks for which they are designated. The very nature of the business in which our software operates does not tolerate average or sub-standard performance. When the outside world is at its worst our applications and their hardware platforms need to be at their best. Intergraph understands the requirements listed below may seem excessive. These requirements are meant to provide the required performance during a large incident when time is most critical. The hardware requirements outlined below were created to meet these goals.

Intergraph Public Safety Applications and their associated interfaces are database write/read intensive (65% write\35% read) applications. The single point of most likely bottleneck in a database server is the disk sub-system. When viewing our disk storage requirements focus on the performance more than on the disk space. Hexagon strongly encourages customers to use Solid State Drives (SSDs) on their database servers. SSDs can provide significantly better performance than spinning drives.

With regard to disk space requirements, consider how much historical data you want to keep on the live system. In particular, features such as attachments, GPS tracking data and external query results can increase the space requirements. Since the tables containing the attachments, GPS tracking, and external query results can become large, customers may want to place this data onto separate disks. For Oracle and SQL Server, the tables are specifically designed to be placed into separate tablespaces (Oracle) or filegroups (SQL Server) for performance and storage reasons.

Important: The size of your storage is dependent on several factors:

- ⊗ Storing attachments, images, video, adorned event comments and tracking data in your database or a separate database
- ⊗ How often you archive the data

For all customers, Hexagon recommends using SSDs for the database files. If the customer is not using SSDs, then Hexagon requires implementing dedicated LUNs and RAID10 groups specifically for the database files with as many fast spindles as your storage subsystem will allow. Please see the hardware configuration specifications on the following pages for the required number of disks or IOPs.

The database servers each have their own database files which must be on separate LUN groups if they are within the same storage array to insure optimal system availability and performance. Customers should not implement RAID5 or RAID6 for the database servers.

When Utilizing a SAN to support a virtual environment it is recommended that Solid State Drives be utilized to meet the IOPs requirements and spinning disks to meet the space requirements. Spinning disks of different speeds can be utilized such as 15K or 10K drives for active data and slower drives for backup volumes. The ideal configuration would be a SAN that Tiers data (places the most active data on the fastest drives and less used data on slower drives.)



## INPURSUIT CLIENT/SERVER RMS HARDWARE OVERVIEW

This section is meant to give a short overview of the hardware required for InPURSUIT Client/Server based on the size of the customer. The environment is meant to scale and therefore the number and types of servers needed for a smaller customer are different than for a larger customer.

Also InPURSUIT only supports Oracle as the database engine at this time.

A small customer with less than 50 concurrent users will require the following servers: (The services running on each server are listed for reference.)

- A Database server: if HA is desired then the DB should be implemented using DataGuard
  - Oracle Enterprise
- RMS Application Server
  - RMS Application
  - Address Server
  - Report server (with ad hoc reporting)
  - DULS (Unified Login System)
  - Interfaces (If a large quantity then can be on its own server)

A Medium customer with 51-250 concurrent users will require the following servers: (The services running on each server are listed for reference.)

- A pair of Database servers: should be implemented using DataGuard
  - Oracle Enterprise
- RMS Application Server
  - RMS Application
  - Address Server
  - Report server (with ad hoc reporting)
  - DULS (Unified Login System)
- RMS Interface Server
  - Interfaces (If a large quantity then can be on its own server)

A Large customer with 251-500 concurrent users will require the following servers: (The services running on each server are listed for reference.)

- A pair of Database servers: should be implemented using DataGuard
  - Oracle Enterprise
- RMS Application Server Pair implemented as a Microsoft Failover Cluster
  - RMS Application
  - Address Server
- Report Server
  - Report server (with ad hoc reporting)
  - DULS (Unified Login System)
- RMS Interface Server
  - Interfaces (If a large quantity then can be on its own server)



## **inPURSUIT CLIENT/SERVER RMS DATABASE SERVERS**

It is recommended that you use two servers configured with Oracle Data Guard, SQL Server is not supported.

| ITEM                     | SPECIFICATION  |
|--------------------------|--|
| Processors               | Small & Medium 12 cores, Large 16 cores  |
| Memory                   | Small 32 GB, Medium 64 GB, Large 64 GB   |
| Disk - OS                | (2) - 15K RPM disks RAID 11  |
| Disk – Database and Logs | (8) – 15K RPM disks RAID 101 (2 for Logs, 6 for DB)                              |
| Network                  | Single 1Gb required, Teamed redundant NICs recommended                           |
| Windows Server 64bit     | Small – Standard Edition<br>Medium\Large - Enterprise Edition/DataCenter Edition |
| RDBMS 64bit              | Standard Edition<br>Enterprise Edition if using DataGuard                        |
| Example Hardware         | Dell PowerEdge R630 or HP DL360  |

• <sup>1</sup> Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

- Available Disk Space (minimum storage)
  - Small 2TB
  - Medium 4TB
  - Large 6TB
- RAID10 configuration



*inPURSUIT* RMS Application Servers (1 for small, 2 for medium, 2 or more for large)

| ITEM                       | SPECIFICATION  |
|----------------------------|--|
| Processors                 | 16 cores   |
| Memory                     | 64 GB  |
| Disk - OS                  | (2) - 15K disks RAID 11                                |
| Application Files and Logs | (4) – 15K RPM disks RAID 101                           |
| Network                    | Single 1Gb required, Teamed redundant NICs recommended |
| Windows Server 64bit       | DataCenter Edition                                     |
| Example Hardware           | Dell PowerEdge R630 or HP DL360                        |

<sup>1</sup> Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

*inPURSUIT* Client/Server Interface Server

| ITEM                 | SPECIFICATION  |
|----------------------|--|
| Processors           | <b>8 CORES</b>   |
| Memory               | 32 GB  |
| Disk - OS            | (2) - 15K RPM disks RAID 1 <sup>1</sup>                |
| Network              | Single 1Gb required, Teamed redundant NICs recommended |
| Windows Server 64bit | Standard Edition                                       |
| Example Hardware     | Dell PowerEdge R630 or HP DL360                        |

<sup>1</sup> Hard drive size selection and total storage needs are dependent on number and type of interfaces and log retention plans – high volume customers may require larger capacity disks.

*inPURSUIT* Report Server

| ITEM                      | SPECIFICATION  |
|---------------------------|--|
| Processors                | 16 cores   |
| Memory                    | 32 GB  |
| Disk - OS                 | (2) - 15K RPM disks RAID1 <sup>1</sup>                 |
| Applications and Database | (4) - 15K RPM disks RAID 10 <sup>1</sup>               |
| Network                   | Single 1Gb required, Teamed redundant NICs recommended |
| Windows Server 64bit      | Standard Edition                                       |
| Example Hardware          | Dell PowerEdge R630 or HP DL360                        |

<sup>1</sup> Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

Available Disk Space (minimum storage)

Small 2TB

Medium 4TB

Large 6TB

RAID10 configuration



## WEBRMS AND CAGIS WORKSTATION SPECIFICATION

The customer's hardware must meet the required performance specifications below in order for the system to meet the published Hexagon performance standards, for combined CAGIS and WebRMS workstations.

| ITEM             | PERFORMANCE SPECIFICATIONS                             |
|------------------|--|
| Processors       | Quad Core processor or better                          |
| Memory           | 8GB  |
| Internal Disk    | 80GB   |
| Network          | Single 1Gb required, Teamed redundant NICs recommended |
| OS               | Windows 7 64bit Windows 8.1 64bit or Windows 10 64bit  |
| Browsers         | See the supported environments documents               |
| Example Hardware | Dell or HP compatible                                  |

The system does not require a USB or serial port. However, if the agency has equipment that requires a USB or serial port, they will need to purchase hardware that includes the necessary USB or serial ports.

## SYSTEM SOFTWARE SPECIFICATIONS

For information on the System Software requirement see the Supported Environments documentation on the Customer Support page. To access the supported environments document from the support page Go to the [Hexagon Safety & Infrastructure Support Portal](#).

Under the **Please Sign In** heading, type your username and password and click **Login**. If you are not a registered user, click the **Not a Registered User?** link.

Click the **Products (A-Z)** tab.

From the **Product Family** list, click the link to your product family.

On the **Family** page for your product, click the link for your product.

On the product page, do one of the following:

Under **Product Information**, if the **Product Releases** are listed, click the product release. On the **Product Release** page, click the document you want to read:

To read about system requirements, click **Supported Environments**.



## APPENDIX A - OPERATING SYSTEM BEST PRACTICES

### OVERVIEW

How the operating system is configured can greatly impact the installation and setup of the Intergraph applications downstream. Taking steps early in the setup of the server to ensure a proper configuration will make later software installation and configuration far easier.

### MACHINE NAMES

Every computer is given a name that can be used to access resources on that computer. This is often referred to as the node name, NetBIOS name, or machine name. This is probably the one aspect of standard server configuration that is likely to be dictated by the customer. It is not uncommon for large IT organizations to have naming conventions in place (Called UNC – Universal Naming Convention) that they want applied to all devices within the span of their control. Computer names should be limited to 15 characters.

The following table shows the desired server name conventions for a standard I/CAD installation should the customer have no preference:

| PURPOSE                  | SUGGESTED NODE NAME | NOTES                                       |
|--------------------------|---------------------|---|
| Active CAD Database      | CAD01               |   |
| Standby CAD Database     | CAD02               |   |
| Primary Com/Interface    | CADCOM01            |   |
| Additional Com/Interface | CADCOM02            | Increment number as needed (CADCOM03, etc.) |
| CAD Training Server      | CADTRAIN01          |   |
| CAD Test Server          | CADTEST01           |   |
| Mapping Server           | CADMAP01            |   |

Machine names should be finalized before the database applications are installed. This is far more important in an Oracle or Cluster setup than in SQL Server but is best to have the names cemented before application installation and setup occurs.



## DOMAIN

If the customer is using an existing domain, the machines will have to be joined to the domain by a customer who has a domain administrator account. If your site is standing up a domain for the first time, and Hexagon is responsible for its configuration, work closely with your Hexagon implementation consultant to insure domain best practices are followed.

Important: If you are going to use SQL Server AlwaysOn Availability Groups as your high availability solution, then Hexagon recommends having the database servers be part of the same Windows domain. However, SQL Server 2016, running on Windows Server 2016, does support having the database servers in different Windows domains, or not in any Windows domain, but the setup for this configuration is more complicated than having the database servers in the same Windows domain. When configuring an AlwaysOn cluster, you will need to create an account for SQL Server to run under.

The requirements for the account are:

- It must be a domain level account
- It should have a complex password
- The password should be set to never expire (This doesn't mean that you can't change it but that it needs to be done in a controlled fashion.)
- The account needs full control of the AD Computer objects that will participate in the cluster.
- The AD Computer object for the cluster needs to be pre-staged.

Reference article:

<https://technet.microsoft.com/en-us/library/dn466519.aspx>

- Create the object
- Grant the service account full control
- Disable the account
- If this is for WebRMS then the AlwaysOn Listener also needs to be pre-staged

Reference Article:

<http://stackoverflow.com/questions/13717574/sql-availability-group-listener-creation-fails>

- Create the object
- Grant the cluster computer object full control of the listener object
- You can disable it but it is not required.

If you are going to use SQL Server Database Mirroring as your high availability solution, it is important to obtain a domain login that can be used as a service account for running the database related services. The account will need administrator privileges on the local machines running the database applications, but does not need to be a domain administrator account. The passwords should be set to never expire.

It is recommended but not required that a domain controller and DNS server be collocated with the Public Safety Servers. If these services are provided from a remote location and the connection is lost it will impact functionality.

## USER ACCOUNTS

Hexagon staff working on the project may require administrator privileges on the machine.

If the customer has a domain and the machines are joined to the domain, the customer may choose to create domain level logins for Hexagon personnel. If this is the case, then each Hexagon domain account will need to be granted the appropriate permissions for the tasks they are performing.



## ATTACHMENT D: TERMS AND CONDITIONS FOR STANDARD AND ONLINE TRAINING COURSES



## ATTACHMENT E: PROJECT SCHEDULE

| ID | %  | Task Name  | Duration        | January 11 |    | March 1 |    |     | April 21 |     |     | June 11 |     |  |  |
|----|----|--|-----------------|------------|----|---------|----|-----|----------|-----|-----|---------|-----|--|--|
|    |    |  |                 | W-1        | W3 | W6      | W9 | W12 | W15      | W18 | W21 | W24     | W27 |  |  |
| 0  | 0% | <b>Nashville PD : RMS FBR Upgrade - DRAFT</b>                    | <b>123 days</b> |            |    |         |    |     |          |     |     |         |     |  |  |
| 1  | 0% | <b>Project Planning Phase</b>                                    | <b>30 days</b>  |            |    |         |    |     |          |     |     |         |     |  |  |
| 2  | 0% | Contract Signing   | 0 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 3  | 0% | Review of Deliverables   | 1 day           |            |    |         |    |     |          |     |     |         |     |  |  |
| 4  | 0% | <b>Project Plan</b>  | <b>14 days</b>  |            |    |         |    |     |          |     |     |         |     |  |  |
| 5  | 0% | Submit Resource Request  | 1 day           |            |    |         |    |     |          |     |     |         |     |  |  |
| 6  | 0% | Develop Draft Project Plan                                       | 8 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 7  | 0% | Review Project Plan with Customer                                | 1 day           |            |    |         |    |     |          |     |     |         |     |  |  |
| 8  | 0% | Adjust Project Plan  | 4 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 9  | 0% | Submit Project Plan to Customer for Approval                     | 0 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 10 | 0% | <b>Kick-Off meeting</b>  | <b>6 days</b>   |            |    |         |    |     |          |     |     |         |     |  |  |
| 11 | 0% | Kick-Off Project Meeting   | 1 day           |            |    |         |    |     |          |     |     |         |     |  |  |
| 12 | 0% | Submit Kick-off Meeting Notes to Customer                        | 1 day           |            |    |         |    |     |          |     |     |         |     |  |  |
| 13 | 0% | Internal Kick-Off  | 1 day           |            |    |         |    |     |          |     |     |         |     |  |  |
| 14 | 0% | <b>Hexagon System Access</b>                                     | <b>25 days</b>  |            |    |         |    |     |          |     |     |         |     |  |  |
| 15 | 0% | Confirm SecureLink Connection                                    | 0 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 16 | 0% | Hexagon resources fingerprinting/ system access requirements     | 24 days         |            |    |         |    |     |          |     |     |         |     |  |  |
| 17 | 0% | Hexagon system accounts created                                  | 0 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 18 | 0% | <b>System Configuration Phase</b>                                | <b>58 days</b>  |            |    |         |    |     |          |     |     |         |     |  |  |
| 19 | 0% | Hexagon Server Software Staging                                  | 4 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 20 | 0% | Customer confirms Task Assumptions                               | 0 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 21 | 0% | Hexagon Installs Production 12.8 RMS Application server (remote) | 4 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 22 | 0% | <b>inPursuit RMS Database Upgrade</b>                            | <b>10 days</b>  |            |    |         |    |     |          |     |     |         |     |  |  |
| 23 | 0% | Customer provides backup of current Production database          | 0 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 24 | 0% | Configuration Change Freeze on current Production system         | 0 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 25 | 0% | Hexagon upgrades RMS database in Production 12.8 environment     | 4 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 26 | 0% | Basic testing conducted - Confirmation that all services run     | 1 day           |            |    |         |    |     |          |     |     |         |     |  |  |
| 27 | 0% | <b>COTS Interfaces - Production 12.8</b>                         | <b>2 days</b>   |            |    |         |    |     |          |     |     |         |     |  |  |
| 28 | 0% | Production 12.8 System COTS interfaces installed                 | 2 days          |            |    |         |    |     |          |     |     |         |     |  |  |
| 29 | 0% | Motorola CAD   | 2 days          |            |    |         |    |     |          |     |     |         |     |  |  |

| ID | %  | Task Name   | Duration       | January 11 |    |    | March 1 |     |     | April 21 |     |     | June 11 |  |
|----|----|---|----------------|------------|----|----|---------|-----|-----|----------|-----|-----|---------|--|
|    |    |   |                | W-1        | W3 | W6 | W9      | W12 | W15 | W18      | W21 | W24 | W27     |  |
| 30 | 0% | <b>Custom Interfaces</b>  | <b>58 days</b> |            |    |    |         |     |     |          |     |     |         |  |
| 31 | 0% | Hexagon conducts on-site visit to verify Interface informati    | 4 days         |            |    |    |         |     |     |          |     |     |         |  |
| 32 | 0% | <b>Hexagon upgrades Custom Interfaces</b>                       | <b>50 days</b> |            |    |    |         |     |     |          |     |     |         |  |
| 33 | 0% | Jail Management System  | 5 days         |            |    |    |         |     |     |          |     |     |         |  |
| 34 | 0% | State Criminal Justice System                                   | 5 days         |            |    |    |         |     |     |          |     |     |         |  |
| 35 | 0% | State Juvenile Justice System                                   | 5 days         |            |    |    |         |     |     |          |     |     |         |  |
| 36 | 0% | EBS Personnel System  | 5 days         |            |    |    |         |     |     |          |     |     |         |  |
| 37 | 0% | IBR/UCR Reporting   | 5 days         |            |    |    |         |     |     |          |     |     |         |  |
| 38 | 0% | Warrant Jacketing System  | 5 days         |            |    |    |         |     |     |          |     |     |         |  |
| 39 | 0% | ATS Message Switch  | 5 days         |            |    |    |         |     |     |          |     |     |         |  |
| 40 | 0% | Patrom FormStream FBR   | 5 days         |            |    |    |         |     |     |          |     |     |         |  |
| 41 | 0% | DataWorks Booking/Mugshot/Fingerprinting                        | 5 days         |            |    |    |         |     |     |          |     |     |         |  |
| 42 | 0% | LIMS System PHASE 1   | 5 days         |            |    |    |         |     |     |          |     |     |         |  |
| 43 | 0% | <b>Customer confirms Test Connection for Custom Interface</b>   | <b>0 days</b>  |            |    |    |         |     |     |          |     |     |         |  |
| 44 | 0% | Jail Management System  | 0 days         |            |    |    |         |     |     |          |     |     |         |  |
| 45 | 0% | State Criminal Justice System                                   | 0 days         |            |    |    |         |     |     |          |     |     |         |  |
| 46 | 0% | State Juvenile Justice System                                   | 0 days         |            |    |    |         |     |     |          |     |     |         |  |
| 47 | 0% | EBS Personnel System  | 0 days         |            |    |    |         |     |     |          |     |     |         |  |
| 48 | 0% | IBR/UCR Reporting   | 0 days         |            |    |    |         |     |     |          |     |     |         |  |
| 49 | 0% | Warrant Jacketing System  | 0 days         |            |    |    |         |     |     |          |     |     |         |  |
| 50 | 0% | ATS Message Switch  | 0 days         |            |    |    |         |     |     |          |     |     |         |  |
| 51 | 0% | Patrom FormStream FBR   | 0 days         |            |    |    |         |     |     |          |     |     |         |  |
| 52 | 0% | DataWorks Booking/Mugshot/Fingerprinting                        | 0 days         |            |    |    |         |     |     |          |     |     |         |  |
| 53 | 0% | LIMS System PHASE 1   | 0 days         |            |    |    |         |     |     |          |     |     |         |  |
| 54 | 0% | <b>Hexagon Installs Custom Interfaces and performs basic te</b> | <b>47 days</b> |            |    |    |         |     |     |          |     |     |         |  |
| 55 | 0% | Jail Management System  | 2 days         |            |    |    |         |     |     |          |     |     |         |  |
| 56 | 0% | State Criminal Justice System                                   | 2 days         |            |    |    |         |     |     |          |     |     |         |  |
| 57 | 0% | State Juvenile Justice System                                   | 2 days         |            |    |    |         |     |     |          |     |     |         |  |
| 58 | 0% | EBS Personnel System  | 2 days         |            |    |    |         |     |     |          |     |     |         |  |
| 59 | 0% | IBR/UCR Reporting   | 2 days         |            |    |    |         |     |     |          |     |     |         |  |
| 60 | 0% | Warrant Jacketing System  | 2 days         |            |    |    |         |     |     |          |     |     |         |  |
| 61 | 0% | ATS Message Switch  | 2 days         |            |    |    |         |     |     |          |     |     |         |  |
| 62 | 0% | Patrom FormStream FBR   | 2 days         |            |    |    |         |     |     |          |     |     |         |  |
| 63 | 0% | DataWorks Booking/Mugshot/Fingerprinting                        | 2 days         |            |    |    |         |     |     |          |     |     |         |  |

| ID | %  | Task Name   | Duration  | January 11 |    | March 1 |    | April 21 |     | June 11 |     |
|----|----|---|-----------|------------|----|---------|----|----------|-----|---------|-----|
|    |    |   |           | W-1        | W3 | W6      | W9 | W12      | W15 | W18     | W21 |
| 64 | 0% | LIMS System PHASE 1                                       | 2 days    |            |    |         |    |          |     |         |     |
| 65 | 0% | System Testing and Training                               | 65 days   |            |    |         |    |          |     |         |     |
| 66 | 0% | System Acceptance Testing                                 | 58 days   |            |    |         |    |          |     |         |     |
| 67 | 0% | Customer Acceptance Testing RMS                           | 20 days   |            |    |         |    |          |     |         |     |
| 68 | 0% | Acceptance Testing Error Resolution - RMS                 | 20 days   |            |    |         |    |          |     |         |     |
| 69 | 0% | Customer interface testing                                | 5 days    |            |    |         |    |          |     |         |     |
| 70 | 0% | Interface Test Error Resolution                           | 5 days    |            |    |         |    |          |     |         |     |
| 71 | 0% | System confirmed Production Ready                         | 0 days    |            |    |         |    |          |     |         |     |
| 72 | 0% | Customer End-User Training                                | 12 days   |            |    |         |    |          |     |         |     |
| 73 | 0% | Customer inPursuit End-User Training                      | 12 days   |            |    |         |    |          |     |         |     |
| 74 | 0% | Deployment Phase  | 27 days   |            |    |         |    |          |     |         |     |
| 75 | 0% | Cutover Plan  | 10 days   |            |    |         |    |          |     |         |     |
| 76 | 0% | Hexagon creates Draft Cutover Plan                        | 5 days    |            |    |         |    |          |     |         |     |
| 77 | 0% | Draft Cutover plan submitted to Customer                  | 0 days    |            |    |         |    |          |     |         |     |
| 78 | 0% | Review and Update of Cutover Plan                         | 5 days    |            |    |         |    |          |     |         |     |
| 79 | 0% | Updated Cutover Plan submitted for Customer use           | 0 days    |            |    |         |    |          |     |         |     |
| 80 | 0% | Readiness Review (remote)                                 | 1 day     |            |    |         |    |          |     |         |     |
| 81 | 0% | Cutover to Production Use                                 | 5 days    |            |    |         |    |          |     |         |     |
| 82 | 0% | Hexagon On-Site Support for Cutover week                  | 5 days    |            |    |         |    |          |     |         |     |
| 83 | 0% | Database Upgrade Tasks                                    | 2 days    |            |    |         |    |          |     |         |     |
| 84 | 0% | Shutdown CAD Feed   | 0 days    |            |    |         |    |          |     |         |     |
| 85 | 0% | Customer creates Backup of legacy Production RMS Database | 0.25 days |            |    |         |    |          |     |         |     |
| 86 | 0% | Copy RMS Backup to 12.8 Production database server        | 0.25 days |            |    |         |    |          |     |         |     |
| 87 | 0% | Hexagon runs RMS Upgrade Scripts (estimated)              | 1.5 days  |            |    |         |    |          |     |         |     |
| 88 | 0% | RMS Database Upgrade Completed                            | 0 days    |            |    |         |    |          |     |         |     |
| 89 | 0% | Upgrade of RMS Desk-tops                                  | 5 days    |            |    |         |    |          |     |         |     |
| 90 | 0% | Customer to push ODAC to Desktop Users                    | 1 day     |            |    |         |    |          |     |         |     |
| 91 | 0% | Customer to Install inPursuit Client to Desktop Users     | 4 days    |            |    |         |    |          |     |         |     |
| 92 | 0% | Customer LIVE on inPursuit 12.8                           | 0 days    |            |    |         |    |          |     |         |     |

| ID  | %  | Task Name  | Duration       | January 11 |    |    | March 1 |     |     | April 21 |     |     | June 11 |  |
|-----|----|--|----------------|------------|----|----|---------|-----|-----|----------|-----|-----|---------|--|
|     |    |  |                | W-1        | W3 | W6 | W9      | W12 | W15 | W18      | W21 | W24 | W27     |  |
| 93  | 0% | <b>Task 7 - Post Cutover Support</b>                   | <b>10 days</b> |            |    |    |         |     |     |          |     |     |         |  |
| 94  | 0% | Post Cutover Support - On-Site 1st Week                | 5 days         |            |    |    |         |     |     |          |     |     |         |  |
| 95  | 0% | Post Cutover Support - Remote 2nd Week                 | 5 days         |            |    |    |         |     |     |          |     |     |         |  |
| 96  | 0% | <b>Create Test Environment</b>                         | <b>3 days</b>  |            |    |    |         |     |     |          |     |     |         |  |
| 97  | 0% | Clone Production Application Servers and Database Serv | 1 day          |            |    |    |         |     |     |          |     |     |         |  |
| 98  | 0% | Create and Copy Database Backup to Test Environment    | 1 day          |            |    |    |         |     |     |          |     |     |         |  |
| 99  | 0% | Adjust Configuration Setting to TEST                   | 1 day          |            |    |    |         |     |     |          |     |     |         |  |
| 100 | 0% | Test Environment Complete                              | 0 days         |            |    |    |         |     |     |          |     |     |         |  |
| 101 | 0% | <b>Create Training Environment</b>                     | <b>2 days</b>  |            |    |    |         |     |     |          |     |     |         |  |
| 102 | 0% | Create and Copy Database Backup to Training Environme  | 1 day          |            |    |    |         |     |     |          |     |     |         |  |
| 103 | 0% | Adjust Configuration Setting to TRAIN                  | 1 day          |            |    |    |         |     |     |          |     |     |         |  |
| 104 | 0% | Test Environment Complete                              | 0 days         |            |    |    |         |     |     |          |     |     |         |  |
| 105 | 0% | Project Hand-Off to Support                            | 1 day          |            |    |    |         |     |     |          |     |     |         |  |
| 106 | 0% | <b>Project Closure</b>                                 | <b>1 day</b>   |            |    |    |         |     |     |          |     |     |         |  |
| 107 |    |  |                |            |    |    |         |     |     |          |     |     |         |  |
| 108 | 0% | <b>Internal</b>  | <b>90 days</b> |            |    |    |         |     |     |          |     |     |         |  |



## Hexagon Safety & Infrastructure

### Terms and Conditions for Standard and Online Training Courses

Intergraph Corporation doing business as Hexagon Safety & Infrastructure ("Hexagon") will provide training services to the Customer subject to the following terms and conditions:

**General Terms of Payment** - Customer enrollment in Hexagon training courses is subject to acceptance by Hexagon and the Customer meeting the following payment terms:

- a) The Customer must submit either a Purchase Order or payment in the form of check, Visa, MasterCard, or American Express for the requested training within 30 days prior to the beginning of the class. If, however, the Customer enrolls with less than 30 days remaining prior to the first day of class, the payment or Purchase Order must be received within 24 hours of enrollment. Hexagon reserves the right to resell any previously-enrolled course seats for which neither payment nor a Purchase Order has been received in accordance with these payment terms.
- b) If not paying online, the name of the student, class number, class date, course location, and reference to these Terms and Conditions must be included with the check or Purchase Order.
- c) Payment terms for Purchase Orders are net 15 days from the date of invoice.

**Multiple Enrollment/Multiple Class Discount Terms of Payment (FOR ONLINE COURSES)** -Hexagon may offer special discounts for multiple enrollments in an online class or multiple online classes. When special Multiple Enrollment/Multiple Class discounts are offered, Customer enrollment in Hexagon online training courses is subject to acceptance by Hexagon and the Customer meeting the following payment terms:

- a) Payment must be received by Hexagon not less than 7 days prior to the beginning of first class to receive an offered discount. If payment is not received more than 7 days prior, the Customer will be invoiced and agrees to pay the full course price.
- b) Multiple registrations must be requested at the same time for discounts to apply. Courses or enrollments added at a later time will not apply to or qualify Customer for previous discounts.
- c) Refunds and cancellations will follow standard and cancellation procedures described below.
- d) All other portions of these Terms and Conditions apply to Multiple Enrollment/Multiple Class Discounts.

**Protection and Security** - The Customer acknowledges that training material and information marked confidential, which may come into the Customer's possession, are proprietary to Hexagon and Customer agrees that such material and information are supplied only to facilitate utilization of their Hexagon -provided equipment and software. The Customer will not disclose such material and information to a third party. The Customer agrees to not duplicate and or distribute any materials obtained through the Hexagon training courses and that all materials will be used for personal use only.

For online training courses, the Customer agrees to not upload copyrighted third party materials to the Web Board. Customer agrees to indemnify and hold harmless Hexagon from all claims, losses, or damages, including reasonable attorneys' fees, related to Customer's violation of this term. Provision of hotlinks to original sources is permitted on the Web Board.

**Video or Audio Taping** - Video or audio taping of Hexagon's training courses is prohibited.

**Assignment** - The rights and obligations defined under these terms are not assignable by the Customer.

**Limitation of Liabilities** - NEITHER HEXAGON NOR ITS INSTRUCTORS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM ITS PERFORMANCE UNDER THIS AGREEMENT.

**Travel** - Travel/lodging arrangements and expenses are the Customer's responsibilities for training provided at Hexagon's training facilities. Customer agrees to reimburse Hexagon for all travel and travel related expenses at Hexagon's cost through Hexagon's current travel administrative burden rate for training provided at Customer's facilities.

**Cancellation and Rescheduling** - Cancellation of enrollment by the Customer is subject to the following payment schedule:

- a) If notice is given at least 7 days before the first day of class, no cancellation or rescheduling fee is charged, and the tuition, if prepaid, will be held as credit for future classes.
- b) If notice is given less than 7 days before the first day of class, a cancellation or rescheduling fee equal to 100% of the tuition is charged. If a registered student fails to appear for a scheduled course, Hexagon retains the right to the full tuition.
- c) Hexagon will provide at least a 7-day notice if a class is canceled or rescheduled. Payments for canceled or rescheduled classes will be held as credit for future classes, or, upon written request by the Customer, will be applied to other outstanding balances or refunded. Hexagon assumes no liability for any expense that may be incurred by the Customer as a result of such cancellation or rescheduling.
- d) Substitutions may be made at any time upon notification prior to the class start date.
- e) If a class is to be conducted at a customer location and is canceled or rescheduled by the Customer without at least a 7-day notice provided to Hexagon prior to the scheduled departure date of the Hexagon instructor, Customer shall reimburse Hexagon for all travel related expenses incurred up to the date notice was received by Hexagon.

**Export Restrictions** - With respect to the export by Customer of Information and/or Technical Data received as a result of Hexagon Training provided under this Agreement, whether in written or non-written form and including documentation pertaining thereto or anything containing the Information and/or Technical Data, the disclosure of the Information and/or Technical Data to a non U.S. national, or any other activities relating to the Training, Customer agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statutes, regulations, or other requirements of any governmental agency. Notwithstanding the foregoing, Hexagon's Information and/or Technical Data are subject to export controls promulgated by the Government of the United States. Customer warrants that it will not export or re-export, either directly or indirectly, any such Information and/or Technical Data or restricted direct Information and/or Technical Data thereof without first obtaining any necessary authorization from the U.S. Government, when required. Customer agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export documents required to comply with U.S. licensing requirements prior to Information and/or Technical Data shipment. Hexagon cannot be held responsible for the delay in delivery of any training or services for which an Export License is refused or delayed by the U. S. Government.

**Taxes** - Prices are exclusive of all federal, state, or local sales, use, property, gross receipts, value-added, or similar taxes based upon amounts payable to Hexagon pursuant to this Agreement (Taxes). Such Taxes, however, do not include franchise taxes or taxes based on net income. The Customer agrees to pay Hexagon any applicable Taxes or provide Hexagon documentary evidence of an appropriate statutory exemption.

**Governing Law** - This agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama, United States of America, and the Parties agree to attorn to the jurisdiction of the courts of that State.

**Disclaimer** - EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Entire Agreement** - These terms constitute the entire agreement between the parties with respect to the subject matter described herein; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.



## Hexagon Safety & Infrastructure

### Supplement One to The Terms & Conditions of Sale

#### STATEMENT OF WORK FOR TRAINING SERVICES

In addition to the Terms and Conditions of Sale of Hexagon Products to Buyer Agreement ("Agreement"), the following terms and conditions ("Supplement") apply for fixed price training services set forth in an applicable quotation. Notwithstanding the order of precedence in Section 19 of the Agreement, the Supplement shall have precedence over conflicting terms of the Agreement for any Training Services in the quotation to which the Supplement is attached.

**1. Scope of Services.** Hexagon will provide training services set forth in the quotation and the course syllabus which identifies the instruction, the duration, student capacity, and any special requirements as attached to the quotation (hereafter "Training Services"). Each applicable course syllabus is incorporated into the terms of this Supplement by reference. Appropriate standard Hexagon Commercial off the Shelf ("COTS") documentation will be provided and no custom documentation is included. Training will be performed during regular business hours, Monday through Friday, Hexagon holidays excluded. The maximum training day is eight (8) hours in length, including breaks. Specific start and end times will be coordinated between the assigned trainer and the Buyer prior to the commencement of Training Services.

**2. Period of Performance.** The period of performance is set forth in the course syllabus for each class under "Duration".

**3. Exclusions and Limitations.** Recording or videotaping Training Services is not allowed. Trainers will not provide professional services or consulting services other than those expressly included in the course syllabus. Additional services may be quoted separately by a Hexagon Account Manager or Program Manager upon request.

**4. Schedule.** Hexagon will schedule Services: (i) upon receipt of the executed quotation, (ii) upon receipt of Buyer's purchase order (if a purchase order is required as indicated on the payment and billing instructions of the quotation), and (iii) subject to confirmation Buyer has no past due payments to Hexagon.

**5. Location.** As set forth in the course syllabus, the following locations may be applicable for Training Services hereunder.

**5.1 Remote.** For any Training Services that will be provided remotely, in addition to local hardware and software requirements for the students, the Buyer must have the capability to connect to a WebEx presentation and a phone line for the presentation.

**5.2 On-site.** The Buyer will be responsible for providing adequate training facilities to conduct all required training. This includes, for each class, a training room with adequate seating, one workstation per student, one workstation per trainer, LCD projector hooked to trainer's workstation, projection surface comfortably viewed from all positions in the room, and a whiteboard or other writing surface comfortably viewed by all positions in the room. The Buyer will be responsible for loading all client software on training workstations and ensuring that all workstation are connected to the training LAN and database. The Buyer must ensure that all training workstations and servers are operational prior to the agreed start of Training Services. Hexagon will remotely access the Buyer's network and check the training workstations' functionality and readiness for training sessions. The Buyer will provide VPN or secured remote connectivity to these workstations.

**5.3 Hexagon Certified Training Facility.** Hexagon may provide Training Services at an established Hexagon-certified training facility. Hexagon will advise Buyer when such facilities are available for Training Services and any necessary requirements.

**6. Loss of Data.** Buyer is solely responsible for ensuring its systems, software, and data are adequately backed up. Hexagon will not be liable for any lost data.

**7. Billing.**

**7.1 Invoicing for Services.** Notwithstanding anything in Section 7 of the Agreement to the contrary, invoicing for Training Services will occur at the completion of each class in accordance with the pricing of the quotation.

**7.2 Travel.** Pursuant to the course syllabus, if Training Services are provided On-Site or at a Hexagon Certified Training Facility, the instructor's travel expenses are included in the price quoted. Buyer will be responsible for all travel expenses necessary for the students to attend Training Services.

**7.3 Payment Terms.** Payment for Training Services is due thirty (30) days from the date of invoice.

**7.4 Bill to Address.** Hexagon will submit invoices to the Buyer per address specified in Hexagon's quote or customer's subsequently issued purchase order.

**8. Acceptance.** The Training Services are considered complete either by written acceptance by the Buyer or upon the delivery of the Training Services, whichever first occurs.

**9. Services Warranty.** Subject to any exclusion under Section 8 of the Agreement, Hexagon does not warrant the type, quality, or results of any Services provided under this Supplement or the Agreement. All services are provided "As Is" and without warranty of any kind.

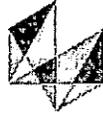
**10. No Works for Hire.** The Services provided hereunder will not be considered "Works for Hire" and Hexagon reserves all rights and ownership in intellectual property conceived, created, or put into practice while such Services are performed for the Buyer hereunder. All training materials provided to Buyer are provided under license for Buyer's internal use only. Title and all ownership rights to the intellectual property in the training materials remains in Hexagon. Buyer may not make copies of Hexagon training materials without express written consent.

**11. Non-Solicitation.** Buyer agrees that it will not, without the prior written consent of Hexagon, solicit or hire any Hexagon employee, or induce such employee to leave Hexagon's employment, directly or indirectly, during the term of this Agreement and for a period of twelve (12) months after the Agreement expires or is terminated. Buyer agrees that a breach of this provision would cause actual and substantial damages to Hexagon such that it would be very difficult to calculate actual damages. Accordingly, any such breach will entitle Hexagon to recover liquidated damages from Buyer in the amount equal to one (1) year of the affected employee's annual salary plus benefits for each such breach, as well as expenses, costs, and reasonable attorneys' fees incurred by Hexagon in seeking enforcement of this Section 11. Buyer agrees that the foregoing amount is intended to be, and in fact is, a reasonable estimate of the actual damages that would be incurred by Hexagon if Buyer were to breach this provision, and that this amount is not intended to be, and in fact is not, a penalty. In addition, Hexagon shall be entitled to equitable or injunctive relief to prevent further breaches. For purposes of this Section, the term "employee" means employees of Hexagon and/or any Hexagon subsidiary and/or any of Hexagon's subcontractors who directly support Buyer under this Agreement.

**Exhibit D**

| Metropolitan Government of Nashville |             |   | Year 1       | Year 2       | Year 3       | Year 4       | Year 5       |
|--------------------------------------|-------------|---|--------------|--------------|--------------|--------------|--------------|
| Account                              | Product     | Qty Product Description   |              |              |              |              |              |
| Metropolitan Government of Nashville | RMS0002STE  | 1 InPURSUIT RMS Desktop Client - Site License                       | \$123,224.76 | \$129,386.00 | \$135,855.30 | \$142,648.06 | \$149,780.47 |
| Metropolitan Government of Nashville | RMS0001     | 1 InPURSUIT RMS Server  | \$22,176.00  | \$23,284.80  | \$24,449.04  | \$25,671.49  | \$26,955.07  |
| Metropolitan Government of Nashville | RMS0001TST  | 2 InPURSUIT RMS Server - Test License                               | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| Metropolitan Government of Nashville | RMS00010    | 1 InPURSUIT BOSS Server   | \$9,600.00   | \$9,780.00   | \$9,969.00   | \$4,167.45   | \$4,375.82   |
| Metropolitan Government of Nashville | RMS0010TST  | 2 InPURSUIT BOSS Server - Test License                              | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| Metropolitan Government of Nashville | RMS0011     | 20 InPURSUIT BOSS Client  | \$6,720.00   | \$7,056.00   | \$7,408.80   | \$7,779.24   | \$8,168.20   |
| Metropolitan Government of Nashville | RMS0011TST  | 5 InPURSUIT BOSS Client - Test License                              | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1 Interface with the Motorola CAD System                            | \$3,047.16   | \$3,199.52   | \$3,359.49   | \$3,527.47   | \$3,703.84   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1 Interface with the Jail Management System                         | \$4,063.92   | \$4,267.12   | \$4,480.47   | \$4,704.50   | \$4,939.72   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1 Interface with the State Criminal Justice Information System      | \$4,560.60   | \$4,788.63   | \$5,028.06   | \$5,279.46   | \$5,543.44   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1 Interface with the MNPD AFIS System                               | \$2,798.88   | \$2,938.82   | \$3,085.77   | \$3,240.05   | \$3,402.06   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1 Interface with the State Juvenile Justice Information System      | \$4,560.60   | \$4,788.63   | \$5,028.06   | \$5,279.46   | \$5,543.44   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1 Interface with the EBS Personnel System                           | \$4,829.28   | \$5,070.74   | \$5,324.28   | \$5,590.50   | \$5,870.02   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1 Interface with the IBR/UCR Reporting                              | \$4,560.60   | \$4,788.63   | \$5,028.06   | \$5,279.46   | \$5,543.44   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1 Interface with the Warrant Jacketing System                       | \$1,782.12   | \$1,871.23   | \$1,964.79   | \$2,063.03   | \$2,166.18   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1 Interface with the ATS Message Switch                             | \$3,991.32   | \$4,190.89   | \$4,400.43   | \$4,620.45   | \$4,851.47   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1 Interface with the Patron FormStream Field based Reporting System | \$3,991.32   | \$4,190.89   | \$4,400.43   | \$4,620.45   | \$4,851.47   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1 Interface with the DataWorks Booking/Mugshot/Fingerprint Sys      | \$3,991.32   | \$4,190.89   | \$4,400.43   | \$4,620.45   | \$4,851.47   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1 Interface with the LIMS System PHASE 1                            | \$11,760.00  | \$12,348.00  | \$12,965.40  | \$13,613.67  | \$14,294.35  |
|                                      |             | Total   | \$209,657.88 | \$220,140.77 | \$231,147.81 | \$242,705.20 | \$254,840.46 |

**EXHIBIT E**



**HEXAGON**  
SAFETY & INFRASTRUCTURE

**PROJECT DELIVERABLE SIGN OFF FORM**

CUSTOMER NAME, ANYWHERE USA – PROJECT NAME

|                      |                          |                       |                        |
|----------------------|--------------------------|-----------------------|------------------------|
| Submission Date:     | Month/Day/Year           | Sign-Off Target Date: | Month/Day/year         |
| Submitted By:        | Hexagon Contact Name     | Submitted To:         | Customer Contact Name  |
| Customer Contract #: | Customer Contract Number | Customer/Project #:   | Hexagon Project Number |

**TYPE OF DELIVERABLE**

- SOW Tasks     
  Payments     
  Plans/Designs     
  Training     
  Other

**DELIVERABLE INFORMATION**

|  |                  |
|--|------------------|
| DELIVERABLE DESCRIPTION                | \$AMOUNT OF PYMT |
| THIS SECTION DESCRIBES THE DELIVERABLE | (If applicable)  |

With the deliverable described above complete, the Customer shall have ten (10) working days after receipt of a written request from Hexagon, to either sign-off that the deliverable has been met or state in writing to Hexagon the reason the deliverable has not been met.

Sign-off of the deliverable shall be based solely upon the deliverable meeting the requirements stated in the Agreement between Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten working day period then the deliverable will be deemed to have been signed off.

The signature below acknowledges that the deliverable described in the Agreement and listed above meets all of the appropriate criteria and supersedes all prior requirements for this item.

Customer acknowledges completion of this payment milestone according to the Contract Payment Milestone Schedule and provides authorization to invoice this milestone.

**Authorized Customer Representative**  
Customer Contact Name

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |               |
|--|--|--|---------------|
| <b>PRODUCER</b><br>Aon Risk Services Northeast, Inc.<br>Providence RI Office<br>100 Westminster Street, 10th Floor<br>Providence RI 02903-2393 USA | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 |  |               |
|  | <b>E-MAIL ADDRESS:</b>   |  |               |
| <b>INSURED</b><br>Intergraph Corporation<br>PO Box 240000<br>Huntsville AL 35813 USA   | <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b> |
|  | INSURER A: Travelers Property Cas Co of America  |  | 25674         |
|  | INSURER B: The Phoenix Insurance Company   |  | 25623         |
|  | INSURER C: The Travelers Indemnity Co of America   |  | 25666         |
|  | INSURER D: National Union Fire Ins Co of Pittsburgh  |  | 19445         |
|  | INSURER E:   |  |               |
| INSURER F:   |  |  |               |

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570071644889**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|--|-------------------------|-------------------------|---|
| D        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GL5096990  | 06/01/2018              | 06/01/2019              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | HJ-CAP-162D6025-TIL-17   | 06/30/2017              | 06/30/2018              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)   |
| D        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$25,000  |           |          | 12318882   | 06/01/2018              | 06/01/2019              | EACH OCCURRENCE \$4,000,000<br>AGGREGATE \$4,000,000<br>PRODUCTS - COMP/OP AGG \$4,000,000  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | HRHUB117D342517<br>AZ, FL, MA, MN, OR, VA, WV, WI<br>HC2NUB4018N32617<br>AOS | 06/30/2017              | 06/30/2018              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                      |
| D        | E&O-PL-Primary  |           |          | 15808687<br>Claims Made<br>SIR applies per policy terms & conditions         | 05/31/2018              | 06/01/2019              | Ea Claim/Agg \$5,000,000  |

Certificate No : 570071644889

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Products Liability aggregate is included under the general aggregate limit.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>Metropolitan Government of Nashville and Davidson County<br>Attn: Purchasing Agent<br>Metro Courthouse<br>Nashville TN 37201 USA | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE, POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br><br>  |



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
SOLE SOURCE JUSTIFICATION FORM



Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.  
Purchasing Agent approval **MUST** be received prior to entering a requisition in iProcurement to minimize the potential for delay.

**Proposed supplier MUST be Registered in iProcurement**

Date: 02/14/18 Requesting Department/Agency/Commission: Police

Requesting Official: R. Vaughn Telephone #: 615-862-7451

This request is for a multi-year contract.

Product/Service Description: software maintenance and RMS upgrade

Total Purchase (Enter the value for the entire contract life) Price: \$1,329,492.12 + 2500 for source code escrow. Total \$1,331,992.12

BU Number: 31160110 Fund #: 10101 Object Account: 502920 Any Other Accounting Info: \_\_\_\_\_

Proposed Supplier: Hexagon

Proposed Supplier Contact: Matt Dermody

Supplier Address: 305 Intergraph Way

City: Madison

ST: Al

Zip: 35768

Supplier Telephone #: 256-730-3733

Supplier Email: matthew.dermody@HexagonSI.com

**Metro Code: 4.12.060 Sole Source Procurement.**

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 §.1 (3-205), 1992)

Other Justification

If Other, Explain Request See Attachment

*Ricky Vaughn*

2/14/18

Requesting Department Director's or Approved Designee's Signature of Approval

Date

To be completed by the Procurement Division

Sole Source is Approved for a  Purchase Order  5 Year(s) Contract

Sole Source is Denied; Reason for Denial \_\_\_\_\_

SENIOR PROCUREMENT OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

PURCHASING AGENT: *Michelle Hernandez*

DATE: 3/5/18

R4.12.060,05 Items Approved for Sole Source Procurement, b) maintenance of photocopiers, high technology equipment and systems (in addition to that already referenced), and software which is practicably available from only one source;

If Other, Explain Request: This is for ongoing maintenance / support of proprietary software used by the Police Department and it is the only vendor that can support their Records Management System software and all associated interfaces with numerous other critical Police applications.



Victor S. Vasile  
Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758  
t: 1.256.730.1516 f: 1.256.730.2899  
victor.vasile@intergraph.com  
www.intergraph.com

September 14, 2017

Mr. John Eslick  
200 James Robertson Parkway  
Nashville, Tennessee 37201

**Re: Single Source Certification for Maintenance Services for  
inPURSUIT RMS**

Dear Mr. Eslick:

Pursuant to your request, Intergraph Corporation d/b/a Hexagon Safety & Infrastructure ("Hexagon") is pleased to certify that Hexagon is the single and only source able to legally provide Metropolitan Nashville Police Department ("MNPd"), the maintenance services for inPURSUIT RMS and all related software set forth in the Quote provided by Hexagon. As inPURSUIT RMS is proprietary and copyrighted material, only Hexagon is legally permitted to provide Maintenance Services and other services related to the applicable software. Should you have any questions, or require additional information regarding this issue, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "V.S. Vasile", is written over the word "Sincerely,".

Victor S. Vasile  
Regional Divisional Counsel

**Dillinger, Matthew (Finance - Procurement)**

---

**From:** Dillinger, Matthew (Finance - Procurement)  
**Sent:** Friday, June 01, 2018 5:45 PM  
**To:** Lane, Michelle (Finance - Procurement)  
**Cc:** Eslick, John (MNPd); Troup, Terri (Finance - Procurement)  
**Subject:** Sole Source Revision - Monday 6/4 (HEXAGON)  
**Attachments:** Approved Sole Source (Hexagon).pdf; RE: Hexagon DocuSign Hold-Up / Final Contract Resolution & Next Steps

**Importance:** High

**Follow Up Flag:** Follow up

**Flag Status:** Flagged

Good evening Michelle,

MNPd and Hexagon are in agreement for a needed revision to the approved sole source contract value. The contract was in the vendor's queue within DocuSign for signature today but the Head Counsel, Victor Vasile, stated that his Contract Signatory has refused to sign on the basis of inaccurate pricing was inaccurate and that exhibits were "added" to the contract. On that note, the exhibits were not "added" and Hexagon had full disclosure of those since January. However, as to the Vendor's point on pricing - after confirming with John Eslick today, Victor's point on pricing is correct and I have attached the department's confirmation of need.

You approved \$1,329,492.12 for MNPd with Hexagon on 3/2/18. During the course of contract negotiations, the vendor made MNPd and myself aware of annual source code escrow fees in the amount of \$500 per year x 5 years (\$2,500). This final remaining item is a must have for the department to ensure continuity of operations.

We would like to formally request your approval for a revised sole source contract value for **\$1,331,992.12** (to reflect the \$2,500 increase). I have informed the department and vendor of next steps. John Eslick is now formally on vacation but would like for the contract to proceed the following week.

Thank you,

Matt Dillinger  
Procurement Officer II  
Department of Finance  
Procurement Division  
Metropolitan Nashville Davidson County  
730 2<sup>nd</sup> Avenue South, Suite 101  
Nashville, TN 37210  
(615) 880-2643 (Office)

|                                      |             | Metropolitan Government of Nashville |   |              |              |              |              |              |
|--------------------------------------|-------------|--------------------------------------|---|--------------|--------------|--------------|--------------|--------------|
| Account                              | Product     | Qty                                  | Product Description   | Year 1       | Year 2       | Year 3       | Year 4       | Year 5       |
| Metropolitan Government of Nashville | RM50002STE  | 1                                    | inPURSUIT RMS Desktop Client - Site License                       | \$123,224.76 | \$129,386.00 | \$135,855.30 | \$142,648.06 | \$149,780.47 |
| Metropolitan Government of Nashville | RM50001     | 1                                    | inPURSUIT RMS Server  | \$22,176.00  | \$23,284.80  | \$24,449.04  | \$25,671.49  | \$26,955.07  |
| Metropolitan Government of Nashville | RM50001TST  | 2                                    | inPURSUIT RMS Server - Test License                               | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| Metropolitan Government of Nashville | RM50010     | 1                                    | inPURSUIT BOSS Server   | \$3,600.00   | \$3,780.00   | \$3,969.00   | \$4,167.45   | \$4,375.82   |
| Metropolitan Government of Nashville | RM50010TST  | 2                                    | inPURSUIT BOSS Server - Test License                              | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| Metropolitan Government of Nashville | RM50011     | 20                                   | inPURSUIT BOSS Client   | \$6,720.00   | \$7,056.00   | \$7,408.80   | \$7,779.24   | \$8,168.20   |
| Metropolitan Government of Nashville | RM50011TST  | 5                                    | inPURSUIT BOSS Client - Test License                              | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1                                    | Interface with the Motorola CAD System                            | \$3,047.16   | \$3,199.52   | \$3,359.49   | \$3,527.47   | \$3,703.84   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1                                    | Interface with the Jail Management System                         | \$4,063.92   | \$4,267.12   | \$4,480.47   | \$4,704.50   | \$4,939.72   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1                                    | Interface with the State Criminal Justice Information System      | \$4,560.60   | \$4,788.63   | \$5,028.06   | \$5,279.46   | \$5,543.44   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1                                    | Interface with the MNPD AFIS System                               | \$2,798.88   | \$2,938.82   | \$3,085.77   | \$3,240.05   | \$3,402.06   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1                                    | Interface with the State Juvenile Justice Information System      | \$4,560.60   | \$4,788.63   | \$5,028.06   | \$5,279.46   | \$5,543.44   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1                                    | Interface with the EBS Personnel System                           | \$4,829.28   | \$5,070.74   | \$5,324.28   | \$5,590.50   | \$5,870.02   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1                                    | Interface with the IBR/UCR Reporting                              | \$4,560.60   | \$4,788.63   | \$5,028.06   | \$5,279.46   | \$5,543.44   |
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| Metropolitan Government of Nashville | RMSCUSTOM15 | 1                                    | Interface with the ATS Message Switch                             | \$3,991.32   | \$4,190.89   | \$4,400.43   | \$4,620.45   | \$4,851.47   |
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| Metropolitan Government of Nashville | RMSCUSTOM15 | 1                                    | Interface with the DataWorks Booking/Mugshot/Fingerprint Sys      | \$3,991.32   | \$4,190.89   | \$4,400.43   | \$4,620.45   | \$4,851.47   |
| Metropolitan Government of Nashville | RMSCUSTOM15 | 1                                    | Interface with the LIMS System PHASE 1                            | \$11,760.00  | \$12,348.00  | \$12,965.40  | \$13,613.67  | \$14,294.35  |
|                                      |             |                                      | Total   | \$209,657.88 | \$220,140.77 | \$231,147.81 | \$242,705.20 | \$254,840.46 |